



ఆంధ్రప్రదేశ్ రాజపత్రము

THE ANDHRA PRADESH GAZETTE

PUBLISHED BY AUTHORITY

W.No.12

AMARAVATI, FRIDAY, MARCH 22, 2019

G.855

PART VII

--X--

NOTIFICATIONS BY GOVERNMENT

RURAL WATER SUPPLY AND SANITATION DEPARTMENT

ALLEGATION OF IRREGULARITIES IN CPWS SCHEME WORK TO VISANNAPET OF KRISHNA DISTRICT - DISCIPLINARY PROCEEDINGS INTIATED AGAINST SRI B.RAJESWARA RAO, FORMERLY ENC, Retd. - ENQUIRY CONDUCTED - ENQUIRY REPORT - COMMUNICATED - NO REPLY/EXPLANATION CALLED FOR.

Ref : 1. Govt. Memo No.18810/Vig.VI/2011, Dt: 06-07-2016 of PR&RD (Vig.VI) Dept along with the Inquiry Officers Report.

2. This Office Letter No. Vig (2)/RWS&S/5496/2011, Dated: 07-06-2017 and 29-11-2018.

3. Govt. Memo. No.18810/Vig.VI/2011, Dt: 01-01-2019 of PR&RD (Vig.VI), Dept along.

REPORT OF INQUIRY INTO THE CHARGES FRAMED AGAINST
(1) SRI B.RAJESWARA RAO, FORMERLY ENGINEER-IN-CHIEF, RWS&S (NOW RETIRED), (2) SRI G. RAJA RAO, THE THEN SUPERINTENDING ENGINEER, VIJAYAWADA, (3) SRI K.V. PADMANABHA RAO, EE, RWS&S VIJAYAWADA, (4) SRI RMR DAYAL, THE THEN EXECUTIVE ENGINEER (NOW RETIRED), (5) SRI R. PRASADA RAO, THE THEN DEPUTY EXECUTIVE ENGINEER, VIJAYAWADA AND (6) SRI K.S.N. RAJU, THE THEN ASSISTANT ENGINEER, VISSANNAPETA OF RWS&S DEPARTMENT, FOR ALLEGATIONS OF IRREGULARITIES IN THE WORK "CPWS SCHEME TO VISSANNAPETA OF KRISHNA DISTRICT".

Letter No. Vig(2) / RWS&S/5496/2011,- The Government in Panchayat Raj & Rural Development (Vig.11) Department, vide G.O.Ms.No.34, dated: 17-02-2014, in exercise of powers conferred by Sub Rules (1) and (2) of Rule 24 of the Andhra Pradesh Civil Services (Classification, Control & Appeal) Rules, 1991, has entrusted the above case to the then G.A (COI.AS) Department, for common proceedings and to follow the procedure prescribed in Rules 20 and 21 of APCS (CC&A) Rules, 1991. The Government, Vide G.O.Rt.IMo.351 of PR&RD (Vig.II) Department, dated: 17.02.2014, has appointed Sri G. Venugopala Rao, Advocate, as the Presenting Officer of the case. The case was re-assigned to this Commission vide (G.O.Rt.No.370 of PR&RD (Vig.I) Department, dated: 13.04.2015 and appointed Dr. Prem Chand, IAS (Retired), Member, Commissioner of Inquiries, as Inquiring Authority to inquire into the charges framed against (1) Sri B. Rajeswara Rao, formerly Engineer-in- Chief, RWS&S (now retired), (2) Sri G. Raja Rao, the then Superintending Engineer, Vijayawada, (3) Sri K.V. Padmanabha Rao, EE, RWS&S, Vijayawada, (4) Sri RMR Dayal, the then Executive Engineer (now retired), (5) Sri R. Prasada Rao, the then Deputy Executive Engineer, Vijayawada and (6) Sri K.S.N. Raju, the then Assistant Engineer, Vissannapeta of RWS&S Department, for allegations of irregularities in the work “CPWS scheme to Vissannapeta of Krishna District”.

The then G.A. (COI.AS) Department has recorded the plea of the charged officers 2 to 6 and the plea of charged officer-1 was completed by this commission on 20.05.2015. The V&E Officials who have inspected the works in question were examined as proposed witnesses. The Presenting Officer of the case filed his written arguments on 04.08.2015, copy of the same was communicated to all the charged officers. The charged officers submitted their written arguments before the commission on 01.09.2015 and taken up for writing report.

The report of inquiry mainly consists of 4 parts:

1. Case of the Disciplinary Authority.
2. Case of the Charged Officers.
3. Analysis and Assessment and
4. Findings.

The case of the Disciplinary Authority consists of (1) Articles of Charges framed against charged officers by the Disciplinary Authority, (2) Written arguments of the Presenting Officer filed before the Inquiring Authority. The case of the charged officers is segregated in two categories (1) Written Defense Statement of charged officers submitted to the Disciplinary Authority in reply to the charges framed against them, (2) Written Arguments filed by the charged officers before the Inquiring Authority on receipt of copy of the written arguments of the Presenting Officer.

Articles of charges framed against Sri B. Rajeswara Rao, formerly Engineer- in Jhief, RWS & S (now retired), (Charged Officer -1):

The following articles of charges were framed against Sri B. Rajeswara Rao, formerly Engineer-in-Chief; RWS&S (now retired), vide G.O.Rt.No.1665, PR&RD (Vig.II) Department, dated: 09-11-2011.

Articles of charges:**Charge-1:**

That Sri B. Rajeswara Rao, ENC, RWS Dept., Hyderabad, has approved three working estimates deleting the components essential to scheme without getting Revised Administrative Approval for the excess cost of the project due to which the expenditure incurred so far on the project becomes wasteful and also loss of Rs.80,66,534/ to Government exchequer.

Charge-2:

That Sri B. Rajeswara Rao, ENC, RWS Department, has approved the item of "Consolidation to D/s slope" by rammers in lieu of "Gravel Backing" even though there is no necessity and benefiting the contractor causing an excess expenditure and after execution of the same, the item "Gravel Backing" was again approved with the same rate causing duplication of the approval for the same item of work.

Charge-3:

That Sri B. Rajeswara Rao, ENC, RWS Dept, has approved the proposal for refusal of the soil obtained from cut-off trench for reuse in the bund formation without ascertaining the suitability of the soils by test results.

Charge-4:

That Sri B. Rajeswara Rao, ENC, RWS Dept, has approved the modified rate for EW for formation of bund considering SS20A specification after concluding agreement even though SS20A specification was already existing in the original agreement.

BASIS:

The V&E Dept has verified the work "CPWS Scheme to Vissanapeta and 32 other habitations in Vissannapeta (M), in Krishna District" and furnished Report No.43 (477/V&E/E2/09), dt: 15-07-2011 and observed the following points.

1. Vide G.O.Ms.No.538, dt: 01-04-2006 of Panchayat Raj & RD (RWS IIA) Dept., the Govt. have accorded administrative sanction for the work "CPWS Scheme to Vissannapeta and 32 other habitations in Vissannapeta (M), in Krishna District" under 12th Finance Commission Grant and Technical Sanction was accorded by the CE, RWS, Hyd. for Rs.600 lakhs vide CER No. 10/2005-06,

Dated: 03-05-2006. The work was entrusted to Sri. P. Surya Prakasa Rao, Contractor, Vijayawada, on tender basis @ 4.95% excess over the Estimate Contract Value (ECV) of Rs.4,66,05,615/- vide 33/2007-08, Dated: 25-02-2008 of the SE, RWS&S Circle, Vijayawada (Agt. Amount of Rs.4,89,595.94) with agreement period of 12 months to complete the work before 02-02-2009.

2. The V&E Officials have inspected the work on 19-09-2009 & 23-09-2009 and stated that the components viz i) construction of 4.5 dia. intake well cum pump house at SS Tank, ii) construction of clear water sump at head works and iii) construction of SS Tank were executed and the work was stopped without executing balance items of work. Due to increase in cost of construction of SS tank, the remaining provisions had to be deleted due to lack of further sanction. During execution, certain deviations were made and the three working estimates incorporating the above deviations were approved by the ENC, RWS, Hyderabad.
3. In the working estimate -2, the specification "Supply and laying of Standard Gravel 150mm thick by ramming with wooden and iron rammers under Napa paneling" provided in the original sanctioned estimate was changed as "Consolidation of downstream side bund portion with flat or iron Rammers" considering the same rate as that of supply of standard Gravel i.e., Rs.288.95/- cum, and the same was recorded and paid causing an excess payment of Rs.10,29,195/- to the Contractor.
4. In working estimate-3, the provision of Napa paneling was deleted by replacing with rough stone revetment with gravel backing.
5. The original proposal of utilizing the earth obtained in excavation of key trench in the formation of the bund was deviated during execution and the entire quantity of 36704.20 m³ of earth was conveyed to outside with a lead of 250 mts. to 500 mts. on the plea that the soils obtained are gravel mixed with red earth and not useful for bund formation without conducting any tests on the excavated soils to assess their suitability for embankment. Also the soils required for bund formation was conveyed from borrow soils with a lead of 2.00 Km.
6. But the test results of soil samples collected by the V & E Dept. officials adjacent to the bund at 4 locations revealed that the soils belong to "GC" and "SC" group and both are suitable for formation of embankment as per Table 1 of IS12160-1987.
7. Also as per IS 1261-9-1987, maximum utilization of the material available from compulsory excavation should be aimed which can be attained by designing the embankment as Zonal section duly utilizing the soils obtained

from foundation. The possibility of utilization of the earth obtained in excavation of the key trench in formation of embankment by designing the bund was not considered violating the codal specification due to which an excess expenditure of Rs.49, 69,382/- was incurred.

8. Number of deviations were approved during execution against the codal provisions which indicates that the estimate has been prepared and sanctioned without proper investigations violating the codal procedures because;
 - I. No soil tests were conducted to assess the suitability of the soils obtained from key trench for reuse of the same for formation of bund.
 - II. Provisions of top soil removal etc were approved subsequently even though same conditions prevail even before preparation of the estimate.
 - III. The height of the bund was altered subsequently.
 - IV. Micro sand filters were introduced in place of rapid sand filters.
 - V. RS Revetment in place of Napa Slab paneling was approved subsequently.
 - VI. "Consolidation of downstream side bund portion with flat or iron Rammers" was approved even though there was no necessity and the same was recorded and paid without executing the same as reported by the concerned AE.
 - VII. Pumping main was originally proposed with HDPE pipe was subsequently changed to DI Pipe while approving the working estimate 1 and ultimately total provision of pumping main was deleted.
 - VIII. Out of two over head balancing reservoirs (OHBRs) proposed in the original sanctioned estimate one was deleted in working estimate 1 and the second was also deleted in working estimate 2 without any technical reason for deletion.
 - IX. Grass turning proposed on U/s slope of the bund was deleted.
 - X. LS amounts were also altered.
9. Approval of the three working estimates with the above modifications by the ENC, RWS, Hyderabad, reported to have been done due to insufficiency of funds in view of the increased land acquisition cost from Rs. 100 Lakhs to 185 Lakhs. However the SS Tank bund which might be benefited to the contractor, even though the quantities increased than that of original sanctioned estimate, was executed.
10. Deletion of the items which are necessary for completion of CPWS Scheme makes the total cost spent on the scheme so far, unfruitful. Instead of deleting the components of the scheme the ENC would have obtained the revised

administrative approval as the expenditure is likely to exceed the amount of original Administrative Approval as per Para 102 I and II of APPWD Code. Lapse in getting the Revised Administrative Approval makes the project fruitless even after spending about Rs. 3.51 Crores due to deletion of the important components like pumping mains, OHBRs, etc and whatever the expenditure incurred on the project so far is wasteful.

Thus, it clearly proves that the Sri B. Rajeswara Rao, ENC, RWS (now retd.), has failed to discharge his legitimate duties in approval of the proposals and three working estimates. Hence, the charges.

List of Documents:

V&E Report No. 43(477/V7E/E2/2009), dated: 15.07.2011, along with annexure.

List of Witnesses:

- 1) Sri K.V. Padmanabha Rao, Executive Engineer, RWS&S(P) Division, Vijayawada.
- 2) Sri G. Raja Rao, the then Superintending Engineer, RWS&S Circle, Vijayawada, (Presently working as SE, O/o the ENC, RWS Department, Hyderabad).

Written Defense Statement submitted by Sri B. Rajeswara Rao, formerly Engineer-in-Chief, RWS & S (now retired), to the Disciplinary Authority:

"Proposing to hold a departmental enquiry against the articles of charges stood communicated to me calling for my written statement of defense.

I submit to state that the charges together with all the connected imputations are denied by me, I plead NOT GUILTY.

I submit that in the service of the charge memoranda, mention is made about enquiry to be held. This gave rise to an uneasy feeling in me that the disciplinary authority seemed to have already prejudged the issue to hold an enquiry. Such a prejudgment is inequitable, unfair and unjust because disciplinary authority is required to examine and consider written statement of defense and only after order an authority vide Rule 20, Sub Rule 5 (a) there under.

I submit my replies to the charges as under:

Charge.1:

"That Sri B. Rajeswara Rao, ENC, RWS Dept., Hyderabad approved three working estimates deleting the components essential to scheme without getting Revised Administrative Approval for the excess cost of the project, due to which the expenditure incurred so far on the project, becomes wasteful and also loss of Rs.30,66,534/- to Govt., exchequer".

Reply:

I submit that the Government accorded Administrative Approval for the work of "CPWS Scheme to Vissannapeta and 32 other habitations in Vissannapeta (M) in Krishna District" under 12th Finance Commission grant vide G.O.Rt.No.538, dt.01-04-2006 of Panchayat Raj & Rural Development Department (RWS.11A) and Technical sanction was accorded by the Chief Engineer, RWS, Hyderabad for Rs.600 lakhs vide TS No.10/2005-06, dated.3/5/06 and the work was entrusted to Sri. P.Surya Prakasa Rao, Contractor, Vijayawada on tender basis @ 4.95% excess over the Estimate Contract Value (ECV) of Rs.4,66,05,615/- vide agreement No: 33/2007-08, dated.25-02-2008 of the SE, RWS&S Circle, Vijayawada (Agt. Amount Rs.4,89,12,592.94).

1. The main provisions made in the estimate are as shown below:

	Rs. In lakhs
Intake well cum pump house at SS Tank	3.65
Construction of SS tank	172.20
Rapid sand filter	55.60
Clear water sump at Head works	11.60
Pump house	1.00
OHBR	39.60
Pumping main	183.00
Land acquisition	100.00
Power supply	5.00

During execution the cost of land acquisition increased to Rs.185.00 lakhs as per the actual cost to be paid as decided by the Revenue Authorities and this was brought to the notice of the Government vide this office letter Dt.28-03-2007 and requested to approve the D&DD proposal of District Collector, Krishna, further it was informed that certain item like OHBR are deleted due to LA cost increase, and covering one habitation. (Annexure1). The Superintending Engineer (RWS), Vijayawada vide his letter Dt.17-04-2007 (Annexure 2) submitted the working estimate with a request to delete the OHBR and change Pumping main. Based on the Superintending Engineer (RWS), Vijayawada recommendation and also to accommodate the land acquisition amount of Rs.185 lakhs, the working estimate was approved (Annexure 3).

The Government has approved the D&DD proposal submitted by the District Collector, Krishna Vide GO Rt.No.750, Dt: 26-05-2007 (Annexure 4).

Further it is to submit that another scheme "CPWS Scheme to Tiruvuru & other Habitation" for Rs.250.00 lakhs was already sanctioned by Government vide G.O.Rt.No.539 Dt.28-02-2004 under NABARD, which is adjacent to the proposed

scheme. The source of this scheme is 21st Main Branch canal of NSP near Putrela Village in Vissannapeta Mandal. But subsequently it was thought that the canal will run only for some period and as such it was proposed to utilize the Summer Storage tank (SS tank) proposed for Vissannapeta scheme to tiruvuru Scheme also and as such the design of SS Tank was changed to cater to both the schemes, which made the increase of cost of SS Tank to 325 lakhs, additional Rs.142.80 lakhs. The fact of clubbing "CPWS Scheme to Vissannapeta and 32 other habitations in Vissannapeta (M) in Krishna District" and "CPWS Scheme to Tiruvuru & Other Habitation" was brought to the notice of the Government (Annexure). Hence to meet additional cost the Government was addressed for revised administrative sanction for Rs.740 lakhs vide this office letter Dt: 25-11-2008 (Annexure 6) under 12th Finance commission grant.

The Government through memo dated 06-10-2009 instructed to complete the work within the sanction amount, and propose the balance work at appropriate time under eligible grant (Annexure 7). As such I submit that from time to time I was informing the Government and caught suitable permissions.

Further is submit that TFC grant is for specified period for specified amount and as such subsequently, the habitations proposed in this scheme along with other habitations were proposed under NABARD, as advised by the Government and the Government accorded Administrative Sanction vide G.O.Rt.No.1210 PR&RD dated 10-08-2010 (Annexure 8) and the work was entrusted and it is in progress.

I submit that in view of the above exigency of the situation, deletions required, was done with the notice and approval of Government. Hence the charge that three working estimates were approved deleting the components essential to scheme without getting revised Administrative Approval is incorrect, as Revised Administrative Approval process is done after preparation of completion Report.

Further regarding revised Administrative Approval, I submit that as per para 101 r/w Para 102 of A.P. Public Works Department Code (Annexure 9), revised Administrative Approval is required if the expenditure to be incurred or likely to exceed the amount in the original Administrative Approval and the technical sanction by more than the limits prescribed by the Government or when the material developments of deviations occur. Here in this case, there is neither exceeding the amount in original administrative approval nor sanction of technical sanction by more than the limits prescribed, but formalization of approval from the Government for deleting some items is required, as deviations (deletions) from time to time were taken to the notice to the Government and consolidated proposals will be submitted to the Government and consolidated proposals will be admitted to the Government after preparation of Completion Report. In this regard I further submit that this subject matter is dealt by another Chief Engineer from 10/09 onwards and the same Chief Engineer subsequently approved fourth working

estimate and I am told that completion report is not yet prepared. As such I submit that revised Administrative Approval is required at final stage and it is yet to be done. Further I submit that there is no cost of the project.

Further regarding charge of loss of Rs.80,66,534, I submit that the source for this amount to the charge is the abstract of recoveries shown in the V&E report at page No.14 shown as excess payments made to the contractor, which is for different items and for different reasons and for which detailed replies have been submitted for the replies to the charges and for the reasons in detail submitted at the reply of every charge, they are incorrect. I submit that the allegation that due to without getting Administrative Approval for the excess cost of the project, the expenditure incurred so far in the project became wasteful and also loss of Rs.80,66,534, to Government Exchequer, is incorrect and further submit that Revised Administrative Approval and loss have no relation. Further I submit that for the alleged loss on different counts, I am not responsible and if any it is the field staff.

I submit herewith details of alleged wasteful expenditure and the details of reply furnished and extent of my responsibility.

Sl. No.	Description of the wasteful expenditure	Amount	Remarks
1	Towards disposal of soils obtained from cut off trench without re-using the same of formation bund	49,69,382	In detail reply submitted 3 and working estimates approved after obtaining soil certificate and on the basis of inspection notes of SE.
2	Towards excess payment made to the contractor by allowing the rate for breaking clods etc., even though SS 20A specification was mentioned in the original agreement	3,05,624	In detail reply submitted at charge 4, based on the EE certificate and SE recommendation.
3	Towards excess payment made to the contractor without actually doing the item of work "consolidation of downstream side bund portion with flat or iron Rammers".	10,29,195	In detail reply submitted at charge 2, based on SE recommendation, that is gravel backing for revetment inside and gravel backing to outside bund for protection of the bund.
4	Towards excess payment made in the item of work "Earth work excavation for formation of bund" without considering levels already recorded in LF Books	15,79,829	The lapse if any in this regard, it is the responsibility of the field level Engineers.
5	Towards excess payment made for construction of clear water sump of Head works without executing pipelines and valves etc.,	1,82,504	The lapse if any in this regard, it is the responsibility of the field level Engineers.
	Total	80,66,534	

Further I submit that due to subsequent Administrative Sanction of Government vide Go.O.Rt.No.1210 PR&RD dated 10-08-2010 for the work of "CPWS scheme to Vissannapeta and Thiruvur Mandals (Balance work) (Annexure 8), with earlier proposed habitations would be served the desired service and the amount on this scheme would not go waste.

Hence in view of the above I submit that charge that I approved three working estimates deleting the components essential to scheme without getting Revised Administrative Approval for the excess cost of the project, due to which the expenditure incurred so far on the project becomes wasteful and also loss of Rs.80,66,534/- to Govt. exchequer is incorrect. In view of the above I deny the charge.

Charge.2:

"That Sri B Rajeswara Rao, ENC, RWS Dept., Hyderabad, the item of "consolidation to d/s slope" by rammers was approved in lieu of "Gravel Backing" even though there is no necessity and benefiting the Contractor causing an excess expenditure and after execution of the same, the item "gravel backing" was again approved with the same rate causing duplication of the approval for the same item for work".

Reply:

It is to submit that this charge is based on V&E abstract of recommendation at page No.15.

I submit that the said item in the BOQ (2790.77 cum) is as follows:

"Supply and laying of Standard Gravel as per APDSS 621, mixed with water on the previous day, stiff balls formed to next day be laid and deposited in a single layer to give 150mm if finished thickness and well rammed in position with flat wooden or iron rammers for the inside bund slopped portion for Gravel backing of the Cuddapa Paneling for the finished item of the work including turn over tax" (Annexure 10).

Further subsequently based on the recommendation of Superintending Engineer, gravel backing quantity is increased from 2790.77 cum to 3675 cum to the inside to the bund in the working estimate-II, wherein the short form of the original specification (S.621) i.e., "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/s slope portion of the bund" is used. But the SE while concluding supplemental agreement for the excess quantity over the original quantity i.e, 270.77 i.e, 884.23 also the same specification (s.621) is followed (Annexure 11), for the increased quantity due to increase of height of bund.

Subsequently while submitting third working estimate the SE proposed Annexure 12) revetment with gravel backing in place of Cuddaph Paneling, to the inside of bund and the quantity of grave backing is approved to 1200 Cum, to the extent of revetment. In the same working estimate an additional item of gravel

backing to the other side (outside of the bund, D/s) for a quantity of 3675 Cum with the same specification, that is S.621 with the same rate based on the field conditions and soil specifications, while doing so the same short form of "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/s Slope portion of the bund" is mentioned. The changes proposed by Superintending Engineer are accepted based on the recommendations of SE. As such in short, it is submitted that the changes that are brought while approving working estimates is changing Cuddaph paneling with gravel backing to an extent of 3675 Cum (inside of the bund) to revetment with gravel backing to an extent 1200 Cum (Annexure 13) and an additional provision of gravel backing with the same specifications (S.621) to outside of the bund. Hence the findings of the V&E that gravel backing is duplicated is not correct, as the V&E is in misconception of executing gravel backing to one side only and the net quantity recorded is 4222.22 Cum (3675 Cum out side+547.22 Cum inside).

In this regard I submit that this anomaly in workings occurred due to taking some part of the specification while preparing working estimate (Annexure 14) and due to recording of part specification in the MB by the field staff, instead of taking the specification in the BOQ and Supplemental agreement and the total quantity of gravel backing to Cuddapa Paneling is 3765.00 Cum only, as such no duplication.

In view of the above, I submit that the charge, based on findings of V&E, is due to non comparing the specification with that of BOQ and supplemental agreement and not comparing total quantity executed and not going into detail that gravel backing is provided two sides and considering only the quantity of gravel backing that is done to the inside of the bund, and assuming that there is new item of "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/s slope portion of the bund" in side of the bund" in side of the bund without gravel, which actually not done. As such I submit that there is no benefit to the contractor causing an excess expenditure and no duplication of work. Further I submit that I am not responsible for the deficiency in any, in the quantities recorded by the field staff, as there is no duplication of items in working estimates approved by me.

Further I am to submit that item No.11 in working estimate 3 is approved for gravel backing for revetment inside and item No.9 is approved outside of the bund for protection. In view of the above I deny the charge.

Charge. 3 :

"That Sri B. Rajeswara Rao, ENC, RWS Dept., Hyderabad approved the proposal for refusal of the soil obtained from cut off trench for reuse in the bund formation without ascertaining the suitability of the soils by test results".

Reply :

I submit that, while approving working estimate, I relied on the inspection report of the SE, RWS&S Circle, Vijayawada dated 01-03-2008 (Annexure 15) wherein he stated that the soil excavated from the key trench is of Gravel mixed with red earth type and cannot be used for Bund formation and further state that useful soil for formation is to be borrowed from nearest Irrigation tank which is at 2 Km away. Further I am furnished a copy of the Test Report furnished by S.R.K. Institute of Technology (Annexure 16). As such I submit that the charge, I approved the proposal for refusal of the soil obtained from cut off trench for reuse in the bund formation without ascertaining the suitability by test results is incorrect. In view of the above I deny the charge.

Charge.4:

"That Sri B. Rajeswara Rao, ENC, RWS Dept., Hyderabad approved the modified rate for EW for formation of bund considering SS20A specification after concluding the agreement even though SS20A specification was already existing in the original agreement".

Reply :

I submit that the original specification was approved with 2Km lead of borrow soil with rate of Rs.135.95 per Cum (Annexure 17) with initial water lead of 0.5 Km. In working estimate-2 the superintending Engineer (RWS) Vijayawada has recommended with extra water lead of 2 Km and others (Annexure 18), basing on the certificate issued by the Executive Engineer, RWS (P) Division, Vijayawada (Annexure 19). As such while approving working estimate, the component of water lead is added to the rate with same specification by adding water lead component based on the certificate by the Executive Engineer and recommended by SE, as such arrived rate by deducible method by adding Rs.1.76 to the existing rate with the same specification. Hence I submit that charge that I approved the modified rate for EW for formation of bund considering SS 20A specification after concluding the agreement even though SS20A specification is existing in the original agreement is incorrect. In view of the above I deny the charge.

CONCLUSION AND PRAYER:

As such in view of the above, I request the Government to drop charges as there is no violation of norms/codal provisions/technical specifications on my part and with a further request to the Government not to initiate further action."

Articles of charges framed against Sri G. Raja Rao, the then Superintending Engineer, Vijayawada, (charged officer-2):

The following articles of charges were framed against Sri G. Raja Rao, the then Superintending Engineer, RWS&S Circle, Vijayawada, (presently working as S.E., O/c ENC, RWS Department, Hyderabad) vide G.O.Rt.No.1666, PR&RD (Vig.II) Department, dated: 09-11-2011.

Charge-1:

That Sri G.Raja Rao the then Superintending Engineer, RWS &S Circle, Vijayawada (presently working as S.E. O/o ENC, RWS Dept, Hyderabad),, has recommended and submitted the proposal of working estimates submitted by the Executive Engineer leading to wasteful expenditure of the Project were recommended and submitted to the ENC for approval causing a loss of Rs. 80,66,534/-

Charge-2:

That Sri G.Raja Rao the then Superintending Engineer, RWS&S Circle, Vijayawada (presently working as S.E. O/o ENC, RWS Dept, Hyderabad),, has instructed for refusal of the soil obtained from Cut-off trench for reuse during site inspection and recommended the same in working estimate without obtaining the test results of the soil resulting to excess expenditure of Rs.44,69,382/-.

BASIS:

The V&E has verified the work "CPWS Scheme to Vissanapeta and 32 other habitations in Vissannapeta (M) in Krishna District" and furnished Report No.43 (477/V&E/E2/09), dt: 15-07-2011 and observed the following points.

1. Vide G.O.Ms.No.538, dt: 01-04-2006 of Panchayat Raj & RD (RWS IIA) Dept., the Govt., have accorded Administrative sanction for the work "CPWS Scheme to Vissanapeta and 32 other habitations in Vissannapeta (M) in Krishna District" under 12th Finance Commission Grant and Technical Sanction was accorded by the CE, RWS, Hyd. for Rs.600 lakhs vide CER No. 10/2005-06, Date 63rd 03-05-2006. The work was entrusted to Sri. P. Surya Prakasa Rao, Contractor, Vijayawada on tender basis @ 4.95% excess over the Estimate Contract Value (ECV) of Rs.4,66,05,615/- vide 33/2007-08, Dated: 25-02-2008 of the SE, RWS&S Circle, Vijayawada (Agt. Amount of Rs.4,89,595.94) with agreement period of 12 months to complete the work before 02-02-2009.
2. The V&E Officials have inspected the work on 19-09-2009 & 23-09-2009 and stated that, the components viz. i) construction of 4.5 dia intake well cum pump house at SS Tank ii) construction of clear water sump at Head works and iii) construction of SS Tank were executed and the work was stopped without executing balance items of work. Due to increase in cost of construction of SS tank, the remaining provisions had to be deleted due to lack of further sanction. During execution, the SE, RWS, Vijayawada, inspected the site on 1.3.2008 and 09-05-2008 and certain deviations were made and the three working estimates incorporating the above deviations and approved the proposals and working estimates of field engineers which were approved by the ENC, RWS, Hyderabad

Thus, it clearly proves that the SE, RWS, has failed to discharge his legitimate duties in approval of the proposals and three working estimates. Hence, the charges.

List of Documents:

V&E Report No. 43(477/V7E/E2/2009), dated: 15.07.2011 along with annexures.

List of Witnesses:

- 1) Sri K.S.N. Raju, Assistant Engineer, Rural Water Supply, Vissanapet Section.
- 2) Sri K.V. Padmanabha Rao, Executive Engineer, RWS&S(P) Division, Vijayawada.

Written Defense Statement submitted by Sri G. Raja Rao, the then Superintending Engineer, Vijayawada, to the Disciplinary Authority:

"Proposing to hold a departmental enquiry against the Articles of charges stood communicated to me calling for my Written Statement of defense.

I submit to state that the charges together with all the connected imputations are denied by me and that I may be heard in person. I plead NOT GUILTY.

I submit my replies to the charges as under:

Charge.1:

"Sri G. Raja Rao, Superintending Engineer, RWS&S, O/o the Engineer-in-Chief, RWS Dept., Hyderabad. The proposal of working estimates submitted by the EE leading to wasteful expenditure of the project were recommended and submitted to the E-in-C for approval causing a loss of Rs.80,66,534/-".

Reply :

I submit that the Government accorded Administrative Approval for the work of "WPWS Scheme to Vissannapeta and 32 other habitations in Vissannapeta (M) in Krishna District" under 12th Finance Commissioner grant vide G.O.Rt.No.538, dt.01-04-2006 of Panchayat Raj & Rural Development Department (RWS.11A) and Technical Sanction was accorded by the Engineer-in-Chief, RWS, Hyderabad for Rs.600 lakhs vide TS No.10/2005-06, dated.3-5-2006 and the work was entrusted to Sri. P. Surya Prakasa Rao, Contractor, Vijayawada on tender basis @ 4.95% excess over the Estimate Contract Value (ECV) of Rs.4,66,05,615/- vide agreement No.33/2007-08, dated.25-02-2008 of the SE, RWS&S Circle, Vijayawada (Agt. Amount Rs.4,89,12,592.94).

The main provisions made in the estimate are as shown below:

	Rs. in Lakhs
Intake well cum pump house at SS tank	3.65
Construction of SS Tank	172.20
Rapid Sand Filter	55.60
Clear water sump at Head works	11.60

Pump House	1.00
OHBR	39.60
Pumping main	183.00
Land acquisition	100.00
Power supply	5.00

In the original estimate land acquisition cost was approved at Rs.100.00 lakhs only. The tender was approved and informed by the Engineer-in-Chief (RWS&S) Hyderabad vide letter Dt.19-10-2006 (Annexure 1& 2), During execution the cost of land acquisition increased to Rs.185.00 lakh as per the actual cost to be paid as decided by the Revenue Authorities and this was brought to the notice of the Engineer-in-Chief (RWS&S) Vijayawada vide this office letter Dt.22-3-207 (Annexure 3) and requested to approve the working estimate, again on 17-4-2007 the then Superintending Engineer (RWS&S) Vijayawada has requested DIk7 pipe line in place HDPE pumping main.

As the CPWS Scheme to Tiruvuru & Other Habitation" for Rs.250.00 lakhs was already sanctioned by Government, vide GO.Rt.No.539, Dt.28-2-2004 under NABARD, which is adjacent to the proposed scheme. The source of this scheme is 21st Main Branch Canal of NSP near Putrela Village in Vissannapeta Mandal it was proposed to utilize the Summer Storage tank (SS tank) for Vissannapeta Scheme to Tiruvuru Scheme also and as such the design of SS Tank was changed to cater to both the schemes, which made the increase of cost of SS Tank to 325 Lakhs. The cost of land acquisition increased to Rs.185.00 lakh, cost was decided by the Revenue Authorities, the D&DO proposal of District Collector Krishna vide G.O.Rt.no.750, Dt.26-5-2007 also approved by the Government (Annexure 4). Further it was informed that certain item like OHBR are deleted due to LA cost increase. The working estimate was submitted to ENC (RWS&S) Hyderabad on Dt. 17-4-2007 (Annexure 5) the working estimate-I was approved.

Regarding charge of loss of Rs.80,66,534/-, I submit that the source for this amount to the charge is the abstract of recoveries shown in the V&E report at Page No.14 shown as excess payments made to the contractor, which is for different items and for different reasons and for which detailed replies have been submitted for the replies to other charges as follows:

Sl.No.	Description of the wasteful expenditure	Amount in Rs.
1	Towards disposal of soils obtained from cut off trench without re-using the same for formation bund	49,69,382
2	Towards excess payment made to the contractor by allowing the rate for breaking clods etc., even though SS20A specification was mentioned in the original Agreement	3,05,624

3	Towards excess payment made to the contractor without actually doing the item of work "Consolidation of downstream side bund portion with flat or Iron Rammers"	10,29,195
4	Towards excess payment made in the item of work "Earth work excavation for formation of bund" without considering levels already recorded in LF books	15,79,829
5	Towards excess payment mad for construction of clear water sump at Head works without executing pipelines and valves etc.,	1,82,504
Total (Rs)		80,66,534

A. "Towards disposal of soils obtained from cut off trench without re-using the same for formation bund."

The work was entrusted on 25-02-2008, original estimate was prepared for I had inspected the site along with Executive Engineer (RWS&S) Vijayawada, the then Executive Engineer (RWS&S) Vijayawada has informed that already the soil samples were given S.R.K. Engineering Technology by the Deputy Executive Engineer (RWS&S) Nuzividu, and the soil test results were with Dy. E.E. and as per the information and site condition (Annexure 6a to 6f), I have advised the field staff to use key trench soil if suitable and take up with barrow soil if not suitable as per soil test report also show that the soils below 0.6m are of previous nature, the impervious clay portion is stated to be 0.6m, this is for retention of water storage. Hence key trench was taken up with barrow soils by the field staff, subject to approval of estimate.

Further I submit that it is upland area, the total 100 acres area is taken up the SS tank, the Zoned section is uneconomical as the bed is disturbed, again the bed carpet has to be taken up, in view of the site condition, soil test reports and economy I had recommended and accordingly the working estimate was prepared and submitted to the higher authorities. Hence loss of Rs.49,69,682/- to Govt. exchequer is untenable.

B. "Towards excess payment made to the Contractor by allowing the rate for breaking clods etc., even though SS20A specification was mentioned in the original Agreement".

The original specification of the bund formation is as follows.

"Formation of Tank bund portion for summer storage tank for Vissannapeta scheme with conveyance of earth at a lead of 2.0 Km and consolidation with 8 to 10 tone power roller to Procter's density including refilling watering ramming and breaking of clods etc complete as specified in technical specification for finished item of work including seignorage charges". The rate is Rs.135.95/-cum (Annexure 7).

As the Executive Engineer has informed that the agency has represented the bund quantity is increased and in the formation huge quantity of water is required, as the area is upland and nearby there is no water available in such huge quantity,

and extra water was required and as per the site condition a minimum 2.0 Km lead was required, for that the Executive Engineer has given the certificate and accordingly the specification is changed (Annexure 8), the changed specification which was recommended as follows:

"Earth work and depositing on bank with initial lead of 10m and 1 fit of 2mts in loamy and clay soils like black cotton soil red earth and ordinary gravelly as per SS 20A by machinery with a lead of 2Km including Extra Water consolidation to proctor density for embankment using 8 to 10 mm power roller including conveyance of water with an initial lead of ½ Km for filling key trench and bund formation including 4% turn over tax" (Annexure-9).

As per site condition the changed specification the rate at Rs.154.00/cum i.e, breaking clods, extra water lead, trimming of slopes. The working estimate was approved at Rs.137.1/cum with extra water lead only. The supplementary agreement was concluded with changed specification only. Hence there is no loss of Rs.3,05,264/- to Government exchequer.

C. "Towards excess payment made to the Contractor without actually doing the item of work "Consolidation of downstream side bund portion with flat or Iron Rammers".

The original specification for gravel backing for Cuddapaha paneling with 2790.77 cum (Annexure 10) as follows:

"Supply and laying of standard gravel as per APDSS 621 mixed water on the previous day stiff balls formed to next day be laid and deposited in a single layer to give 150mm of finished thickness and well rammed in position with flat wooden or Iron rammers for the inside bund sloped portion for gravel backing of the Cuddapaha paneling for the finished item of work including turnover tax."

Due the clubbing of the two schemes and as per site condition the side slope length were increased and the quantity to 3675 cum, in the working estimate it was recommended in the short form i.e., "Consolidation of downstream side of the bund portion with flat wooden or iron rammers on D/s slope portion of the bund (Annexure 11). After approval in the working estimate in short form the excess quantity ie 884.23 cum over original quantity of 2790.77 cum entered the supplementary agreement on 27-03-2008 the specification as follows (Annexure 12).

"Supply and laying of standard gravel as per APDSS 621 mixed water on the previous day stiff balls formed to next day be laid and deposited in a single layer to give 150mm of finished thickness and well rammed in position with flat wooden or iron rammers for the inside bund sloped portion for gravel backing of the Cuddapaha paneling for the finished item of work including turnover tax." There

was no change in specification though it was written in the working estimate in short form the supplementary specification.

On further inspection of the work on 9-5-2008 and instructed the field staff proposal of rough stone revetment instead of Napa paneling in the third working estimate is recommended with (Annexure 13) revetment and gravel backing in place of Cuddapha Paneling gravel backing was recommended for the both slopes as per the site condition as the soil is "CH" type soils as there was possibility of cracking due to high temperatures during summer as the work was in the upland area, and there was possibility of submerged condition of the bund portion due MI tanks in upstream side, the surplus water will flow along the SS tank so to protect the bund outside with gravel backing for a quality of 3675 Cum with the same specification, that is S.621 with the same rate based on the field conditions and soil specifications, while doing so the short form of "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/S slope portion of the bund was recommended. The working estimates was approved, with gravel backing to an extent of 3675 Cum (inside of the bund) and changing Cuddapha paneling to revetment with gravel backing to an extent 1200 Cum. Hence the findings of the V&E that gravel backing is duplicated is not correct, as the V&E is in misconception of executing gravel backing to one side only and the net quantity recorded is 4222.22 Cum (3675 Cum outside + 547.22 Cum inside).

In this regard I submit that this anomaly in wordings occurred due to taking some part of the specification while preparing working estimate (Annexure 14) and due to recording of part specification in the MB by the field staff, instead of taking the specification in the BOQ and Supplemental agreement and the total quantity of gravel backing to Cuddapha paneling is 3675.00 Cum only, as such no duplication.

In view of the above, I submit that the charge, based on findings of V&E, due to non comparing the specification with that of BOQ and supplemental agreement and not comparing total quantity executed and not going into detail that gravel backing is provided two sides and considering only the quantity of gravel backing that is done to the inside of the bund, and assuming that there is new item of "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/s slope portion of the bund? in side of the bund without gravel, which actually not done. As such I submit that there is no benefit to the contractor causing an excess expenditure and no duplication of work, there is no duplication of items in working estimates recommended.

Further I am to submit that item No.11 in working estimate 3 is approved for gravel backing for revetment inside and item No.9 is approved outside of the bund for protection. Hence the loss of Rs.10,29,195/- to Govt. exchequer is also not correct.

D. "Towards excess payment made in the item of work "Earth work excavation for formation of bund" without considering levels already recorded in LF Books".

I submit that the pre levels were taken in Lf book, the executive engineer (RWS&S) informed that the final levels LF was with him at the time V&E inspection without the knowledge of this, the field staff has shown the Lf book which is not the fine one recorded. The levels at any time can be checked there is no deficiency. The payment was made as per accruals only; there is no excess payment, the payment made to the extent of execution only. Hence the of amount Rs.15,79,829/- projected as loss to Government exchequer is incorrect.

E. "Towards excess payment made for Construction of clear water sump at Head works without executing pipe lines and valves etc".

The sump item in the original estimate with valves and specials was approved and agreement also concluded, but in the working estimate-IV the sump item was approved without valves and specials, accordingly supplementary agreement was concluded later. Hence loss of Rs.1,82,504/- to Gov. exchequer is incorrect.

Charge.2:

"Sri G. Raja Rao, Superintending Engineer, RWS&S, O/o. of the Engineer-in-Chef, RWS Dept., Hyderabad "Instructed for refusal of the soil obtained from Cut off Trench for reuse during site inspection and recommended the same in working estimate without obtaining the test results of the soil resulting to excess expenditure of Rs.44,69,382/-."

As I have already submitted my explanation in the charge I i.e., the base don the site condition and soil test reports presented I had recommended, as the total MI tank was proposed for SS tank and there was no area i.e. full 100 Acres was used and there surrounding are fields, bed soil has only 60cm impervious layer, below that it was only sandy nature soils and the soils test reports states same and it also mentioned it is better to go for homogenous section. Hence whatever I had recommended is based on the need of the work, site condition and economy only. Hence the loss of Rs.15,79,829/- to Government, exchequer is incorrect.

And I already submitted frequent inspection by CE's in charge of district and guidance is available to field staff for follow up even though Superintending Engineer's availability and competency in recommending is questionable (SE's competency is up to 50.00 lakhs only) In view of the above I deny the charges. In view of the above I deny the charges.

Conclusion and Prayer :

"As such in view of the above, I request the Government to drop charges as there is no violation of norms/codal provisions/technical specifications on my part and with a further request to the Government not to initiate further action."

Articles of charges framed against Sri K.V. Padmanabha Rao, Executive Engineer, RWS&S, Vijayawada, (charged officer-3):

The following Articles of charges were framed against Sri K.V. Padmanabha Rao, Executive Engineer, RWS&S, Vijayawada, vide G.O.Rt.No.1667, PR&RD (Vig.II) Department, dated: 09-11-2011.

Charge:

That Sri K.V. Padmanabha Rao Executive Engineer, RWS & S, Vijayawada, has checked measured and recorded for payment for the following items of work in the M. Book without actually executing in the field.

- i) In execution of EW quantity for formation of SS tank bund considering linear Measurements only without considering levels due to which an excess amount of Rs. 15,79,829/- was paid to the contractor.
- ii) That Sri K.V. Padmanabha Rao, Executive Engineer, RWS &S, Vijayawada in Construction of clear water sump at Head works without executing pipelines and valves as per agreement conditions causing an excess payment of Rs.1,82,504/-

Basis :

The V&E has verified the work "CPWS Scheme to Vissannapeta and 32 other habitations in Vissnnapeta (M) in Krishna District" and furnished Report No.43 (477/V&E/E2/09), dt: 15-07-2011 and observed the following points.

1. Vide G.O.Ms.No.538, dt: 01-04-2006 of Panchayat Raj & RD (RWS IIA) Dept., the Govt., have accorded Administrative sanction for the work "CPWS Scheme to Vissanapeta and 32 other habitations in Vissannapeta (M) in Krishna District" under 12th Finance Commission Grant and Technical Sanction was accorded by the CE, RWS, Hyd. for Rs.600 lakhs vide CER No. 10/2005-06, Date 63rd 03-05-2006. The work was entrusted to Sri. P. Surya Prakasa Rao, Contractor, Vijayawada on tender basis @ 4.95% excess over the Estimate Contract Value (ECV) of Rs.4,66,05,615/- vide 33/2007-08, Dated: 25-02-2008 of the SE, RWS&S Circle, Vijayawada (Agt. Amount of Rs.4,89,595.94) with agreement period of 12 months to complete the work before 02-02-2009.
2. The V&E Officials have inspected the work on 19-09-2009 & 23-09-2009 and stated that, an amount of Rs.1,82,504/ (15 % of the cost of the clear water sump) was paid in excess to the contractor even though the pipe connections with valve fittings were not executed and the clear water sump structure was not tested deviating the clause 6.4 sumps under special conditions of the contract of the agreement. In the absence of the pipe connections with valve fittings the entire cost of clear water sump becomes unfruitful.

3. As per clause 301.4.1 to 301.4.9 of APSS., all original works shall be measured by levels and where the payments are made with reference to levels, the LF books, the section sheets in which the levels are plotted and the calculation sheets shall be treated as adjuncts to measurement book.
4. The action of the field officers by taking overall measurements instead of considering the already recorded levels for payment of earthwork for bund formation is not appropriate. Due to that payment for an excess quantity of 12,877.69 cum with a cost of Rs.15,79,829/- has been made to the contractor.

Thus, it clearly proves that the EE, RWS has failed to discharge his legitimate duties in check measured and recorded for payment for the items of work in the m. book without actually executing in the field. Hence, the charges.

List of Documents:

V&E Report No. 43(477/V7E/E2/2009), dated: 15.07.2011 along with annexures.

List of Witness:

Sri K.S.N. Raju, Assistant Engineer, Rural Water Supply, Vissannapeta Section.

Written Defense Statement submitted by Sri K.V. Padmanabha Rao, Executive Engineer, RWS&S, Vijayawada, to the Disciplinary Authority:

“1) Proposing to hold a departmental enquiry against the Articles of charges stood communicated to me calling for my Written Statement of defense.

2) I submit to state that the charges together with all the connected imputations are denied by me and that I may be heard in person. I plead NOT GUILTY.

3) I submit my replies to the charges as under:

Charge.1:

“EW quantity for “formation of SS tank bund” considering linear Measurements only without considering levels due to which an excess amount of Rs.15,79,829/- was paid to the contractor.

Reply :

I submit that the pre levels were taken in LF book on 8-5-2008. During my field visit on October 2nd, I have noticed that the final levels taken in LF Book No.4/LF/RWS&S/P/VIJ/07-08 are entirely wrong and instructed the field staff to re-take the final levels of the Bunk. Because of this ambiguity in the Field final levels, though the quantity was recorded in page No: 87 to 97 of MB No:1799/A/ RWS/P/Viz/07-08, the IV bill was submitted for the previous quantity only i.e, 1,66,891.74 Cum, vide page No: 44 of MB No: 1023A/RWS/P/Viz/06-07. Subsequently, while submitting Bill No: VII by the Deputy Executive Engineer on 28-04-2009, the final levels were submitted in the LF Book No: 5/LF/ RWS&S/ P/VIJ/07-08 along with plotted sheets, and quantity calculations Vide Page No: 54 of MB No: 1023A/RWS/P/Viz/06-07 the payment was made for quantity

1,73,650.19 Cum supported by plotted sheets, and quantity calculations. The final LF book and the plotted sheets are in the division office. When the V&E inspected the site on 23-09-2009 the field staff ahs shown the LF book No: 4/LF/RWS&S/P/VIJ/07-08 instead of 5/LF/RWS&S/PVIJ/07-08 since it in the division office.

There is no excess payment, Hence loss of Rs.15,79,829/- to Govt. exchequer is incorrect. In view of the above I deny the charge.

Charge.2:

Construction of clear water sump at Head works without executing pipe lines and valves etc., as per agreement conditions causing an excess payment of Rs.1,82,504/-.

Reply :

The sump item in the original estimate with valves and specials was approved and agreement also concluded, but in the working estimate-IV the sump item was approved on 2-12-2009 without valves and specials, accordingly supplementary agreement was concluded on 9-12-2009, and payment was made to the extent of execution only. Hence loss of Rs.1,82,504/- to Govt. exchequer is incorrect.

In view of the above I deny the charges.

Conclusion and prayer:

As such in view of the above, I request the Government to drop charges as there is no violation of norms/codal provisions/technical specifications on my part and with a further request to the Government not to initiated further action."

Articles of charges framed against Sri R.M.R. Dayal, the then Executive Engineer, RWS&S, Vijayawada, (Charged Officer -4):

The following Articles of charges were framed against Sri R.M.R. Dayal, the then Executive Engineer, RWS&S, Vijayawada vide G.O.Rt.No.1668, PR&RD (Vig.II) Department, dated: 09-11-2011.

Charge :

That Sri R.M.R. Dayal, the then E.E., RWS & S, Vijayawada has Check measured the item of work "consolidation to d/s side bund portion with flat or iron rammers" without actually executing in the field due to which an excess amount of Rs.10,29,195/- was paid to the Contractor causing loss to Govt., exchequer.

Basis:

The V&E has verified the work "CPWS Scheme to Vissannapeta and 32 other habitations in Vssannapeta (M) in Krishna District" and furnished Report No.43 (477/V&E/E2/09), dt: 15-07-2011 and observed the following points.

1. Vide G.O.Ms.No.538, dt: 01-04-2006 of Panchayat Raj & RD (RWS IIA) Dept., the Govt., have accorded Administrative sanction for the work "CPWS Scheme to Vissannapeta and 32 other habitations in Vissannapeta (M) in Krishna District" under 12th Finance Commission Grant and Technical Sanction was accorded by the CE, RWS, Hy. For Rs.600 lakhs vide CER No.

10/2005-06, Date 63rd 03-05-2006. The work was entrusted to Sri. P. Surya Prakasa Rao, Contractor, Vijayawada on tender basis @ 4.95% excess over the Estimate Contract Value (ECV) of Rs.4,66,05,615/- vide 33/2007-08, Dated: 25-02-2008 of the SE, RWS&S Circle, Vijayawada (Agt. Amount of Rs.4,89,595.94) with agreement period of 12 months to complete the work before 02-02-2009.

2. The V&E Officials have inspected the work on 19-09-2009 & 23-09-2009 and stated that, in the working estimate -2 the specification "Supply and laying of Standard Gravel 150mm thick by ramming with wooden and iron rammers under Napa paneling" provided in the original sanctioned estimate was changed as "Consolidation of downstream side bund portion with flat or iron Rammers" considering the same rate as that of supply of standard Gravel i.e, Rs.288.95/- cum, and the same was recorded and paid causing an excess payment of Rs.10,29,195/- to the Contractor.

Thus, it clearly proves that the EE, RWs has failed to discharge his legitimate duties in check measured and recorded for payment for the items of work without actually executing in the field. Hence, the charges.

List of Documents:

V&E Report No. 43(477/V7E/E2/2009), dated: 15.07.2011, along with annexures.

List of Witness:

Sri K.S.N. Raju, Assistant Engineer, Rural Water Supply, Vissannapeta Section.

Written Defense Statement submitted by Sri R.M.R. Dayal, the then Executive Engineer, RWS&S, Vijayawada, to the Disciplinary Authority:

- "1) Proposing to hold a departmental enquiry against the Articles of charges stood communicated to me calling for my written statement of defense.
- 2) I submit to state that the charges together with all the connected imputations are denied by me and that I may be heard in person. I plead NOT GUILTY.
- 3) I submit my replies to the charges as under.

Charge 1 :

"Sri R.M.R. Dayal, the then E.E., RWS&S, Vijayawada (presently working as SE, RWS&S Circle, Ongole) check measured the item of work "Consolidation of downstream side bund portion with flat or Iron Rammers" without actually executing in the field due to which an excess amount of Rs. 10,29,195/- was paid to the Contractor causing loss to Govt. exchequer."

Reply:

I submit that the said item in the original BOQ (2790.77 cum) is as follows:

"Supply and laying of Standard Gravel as per APDSS 621, mixed with water on the previous day, stiff balls formed to next day be laid and deposited in a single layer

to give 150 mm if finished thickness and well rammed in position with flat wooden or iron rammers for the inside bund slopped portion for Gravel backing of the Cuddapa Paneling for the finished item of work including turn overtax." (Annexure1).

In the working estimate - II, the gravel backing was increased to 3765 cum. This was because the Summer Storage Tank was designed for the scheme of Vissannapeta and Tirivuru. In the working estimate though it was given in short form i.e. "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/S slope portion of the bund", in the supplemental agreement for the excess quantity over the original quantity i.e. 2790.77 i.e. 884.23 the same specification (884.23 Cum) is followed (Annexure 2).

In the further, I submit that in the working estimate III gravel backing for revetment (in side of the bund) for a quantity of 1200 Cum, and gravel backing for D/S slope portion (outside portion) (Annexure-3&4) in short form as "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/S slope portion of the bund" as proposed in the working estimate - II, though the gravel backing is approved to the extent of revetment, that is 1200 Cum in the working estimate - III and supplementary agreement was concluded (Annexure-5) with rate of 288.95 i.e. is of original rate of gravel backing inside of outside i.e. the same specification, the quantity of 547.22 Cum was recorded in M.B. to the extent of revetment was done inside and gravel backing to the outside 3765 Cum was done and this was misconstrued by V&E as duplication of work, to that of inside the bund.

I submit that this anomaly in wordings occurred due to taking some part of specification while preparing working estimate and due to recording of part specification in MB, instead of taking the specification in the BOQ and supplemental agreement and the total quantity of gravel backing of 3675.00 Cum only, as such no duplication.

The V&E has conducted the test in inside in the portion (where revetment was not done) and took the statement from the Sri K.S.N. Raju, A.E., RWS, Vissannapeta and the AE also misunderstood and stated that gravel backing was not done, but the gravel backing was not done in the inside portion (except where revetment was done). The gravel backing was done outside full i.e. 3765 cum. During the V&E inspection, the field AE has given statement that the short form of which was given in the working II, as a new item which was not done. This is not correct hence there is no also loss of Rs. 10,29,195/- to Govt. exchequer.

S.No.	Details of Article of Charges	Answers
1.	The said item of work "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/S slope portion of the bund" referred to in BOQ was not actually.	Yes. The said item of work was not actually executed on the inside portion of the SS tank.

2.	An amount of Rs. 10,29,195/- is to be recovered.	No. Because no payment was made to be said item of work for inside portion of the bund. In the specification, it is mentioned as D/S Slope portion which means outer side bund of SS tank and not the inside portion of the bund as verified by V&E authorities. The actual work was done on outer side slopes of the bund (D/S slopes means outside slopes of the bund and not the inside slope). Hence recovery need not be made as it was not paid for
3.	Overlapping of Gravel backing of 1200 cum under revetment on inside portion of SS tank.	The question of overlapping does not arise as revetment was done on inside portion and the said item of gravel laying & consolidation with wooden or iron rammers etc. was done on outside portion of SS Tank.

In view of the above, I deny the charges.

Conclusion and prayer:

"As such in view of the above, I request the Government to drop charges as there is no violation of norms/codal provisions / technical specifications on my part and with a further request to the Government not to initiate further action."

Articles of charges framed against Sri R. Prasada Rao, Deputy Executive Engineer, RWS&E, Vissannapeta (charged officer-5):

The following articles of charges were framed against Sri R. Prasada Rao, Deputy Executive Engineer, RWS&E, Vissannapeta, vide G.O.Rt.No.1669, PR&RD (Vig.II) Department, dated: 09-11-2011.

Charge-1:

That Sri R. Prasada Rao, Dy. E.E., RWS & E, Vissannapeta has Check measured and recorded for payment to the item of work "consolidation to d/s side bund portion with flat or iron rammers" without actually executing in the field due to which an excess amount of Rs.10,29,195/- was paid to the contractor causing loss to Govt., exchequer.

Charge-2:

That Sri R. Prasada Rao, Dy. E.E., RWS & E, Vissannapeta, check measured and recorded for payment to the quantity of item "Formation of embankment" with linear measurements without considering levels already recorded causing loss of Rs.15,79,829/ to the Govt.

Charge-3:

That Sri R. Prasada Rao, Dy.E.E., RWS & E, Vissannapeta, check measured and recorded for payment to construction of clear water sump at Head works without

executing pipelines and valves etc; as per agreement conditions causing an excess payment of Rs.1,82,504/-

BASIS :

The V&E Dept. has verified the work "CPWS Scheme to Vissanapeta and 32 other habitations in Vissannapeta (M) in Krishna District" and furnished Report No.43 (477/V&E/E2/09), dt: 15-07-2011 and observed the following points:

1. Vide G.O.Ms.No.538, dt: 01-04-2006 of Panchayat Raj & RD (RWS IIA) Dept., the Govt., have accorded Administrative sanction for the work "CPWS Scheme to Vissanapeta and 32 other habitations in Vissannapeta (M) in Krishna District" under 12th Finance Commission Grant and Technical Sanction was accorded by the CE, RWS, Hy. for Rs.600 lakhs vide CER No. 10/2005-06, Date 63rd 03-05-2006. The work was entrusted to Sri. P. Surya Prakasa Rao, Contractor, Vijayawada on tender basis @ 4.95% excess over the Estimate Contract Value (ECV) of Rs.4,66,05,615/- vide 33/2007-08, Dated: 25-02-2008 of the SE, RWS&S Circle, Vijaywada (Agt. Amount of Rs.4,89,595.94) with agreement period of 12 months to complete the work before 02-02-2009.
2. The V&E officials have inspected the work on 19-09-2009 & 23-09-2009 and stated that, in the working estimate -2 the specification "Supply and laying of Standard Gravel 150mm thick by ramming with wooden and iron rammers under Napa paneling" provided in the original sanctioned estimate was changed as "Consolidation of downstream side bund portion with flat or iron Rammers" considering the same rate as that of supply of standard Gravel i.e, Rs.288.95/- cum, and the same was recorded and paid causing an excess payment of Rs.10,29,195/- to the Contractor.
3. The action of the field officers by taking overall measurements instead of considering the already recorded levels for payment of earthwork for bund formation is not appropriate. Due to that payment for an excess quantity of 12,877.69 cum with a cost of Rs.15,79,829/ has been made to the contractor.
4. An amount of Rs.1,82,504/- (15 % of the cost of the clear water sump) was paid in excess to the contractor even though the pipe connections with valve fittings were not executed and the clear water sump structure was not tested deviating the clause 6.4 sumps under special conditions of the contract of the agreement. In the absence of the pipe connections with valve fittings the entire cost of clear water sump becomes unfruitful.

Thus, it clearly proves that the Dy EE, RWS, has failed to discharge his legitimate duties in check measured and recorded for payment for the items of work without actually executing in the field. Hence, the charges.

List of Documents:

V&E Report No. 43(477/V7E/E2/2009), dated: 15.07.2011 along with annexures.

List of Witness:

Sri K.S.N. Raju, Assistant Engineer, Rural Water Supply, Vissanapeta Section.

Written statement of defense submitted by Sri R. Prasada Rao, Deputy Executive Engineer, RWS&E, Vissannapeta, to the Disciplinary Authority:

"1) Proposing to hold a department enquiry against the Articles of charges stood communicated to me calling for my written statement of defense.

2) I submit to state that the charges together with all the connected plead NOT GUILTY.

3) I submit my replies to the charges as under:

Charge.1:

The time of work "Consolidation of downstream side bund portion with flat or Rammers" without actually executing in the field due to which an excess amount of RS.10,29,195/- was paid to the Contractor causing loss to Government exchequer.

Reply:

I submit that the said item in the original BOQ (2790.77 cum) is as follows:

"Supply and laying of Standard Gravel as per APDSS 621, mixed with water on the previous day, stiff balls formed to next day be laid and deposited in a single layer to give 150mm if finished thickness and well rammed in position with flat wooden or iron ramers for the inside bund slopped portion for Gravel backing of the Cuddapa Paneling for the finished item of work including turn overtax" (Annexure 1).

In the working estimate-II the gravel backing was increased to 3765 cum, in the working estimate it is typed in short form i.e., "Consolidation of the downstream side bund portion with flat wooden or iron ramers on the D/S slope portion of the bund", in the supplemental agreement for the excess quantity over the original quantity i.e., 2790.77 i.e., 884.23 the same specification (884.23 Cum) is followed (Annexure 2).

In the further I submit that in the working estimate III gravel back for revetment (inside of the bund) for a quantity of 3765 cum and gravel backing for D/d slope portion (outside portion) for 3765 cum in short form as Consolidation of the downstream side bund portion with flat wooden or iron ramers on the D/s slope portion of the bund" was submitted, the gravel backing is approved to the extent of revetment, that is 1200 Cum inside bund and 3765 Cum for D/s bund and supplementary agreement was concluded (Annexure 3) with rate of Rs.288.95 i.e., of original rate i.e. gravel backing inside or outside i.e. the same ie same specification., but execution the gravel backing for revetment was 547.22 Cum as per page No: 41

of NB No: 1825B/RWS/P/Vja/07-08 and gravel backing to the outside 3765 cum vide page No:50 of MB No: 1799A/RWS/P/Vja/2007-08 and payment was made as per the original specification i.e. 2 88.95 only. There is no such item in the original or supplemental agreement.

This was misconstrued by V&E duplication of work, to that of inside the bund. I submit that this difference in wordings occurred due to taking some part of the specification while recording in the MB, instead of taking the specification of agreement.

Total quantity of gravel backing of 3675.00 cum for outside bund and 547.22 cum for inside bund ie under revetment, as such no duplication.

Hence there is no also loss of Rs.10,29,195/- to Government exchequer is incorrect.

In view of the above I deny the charges.

Charge-2:

"EW quantity for "formation of SS tank bund" considering linear measurements only without considering levels due to which an excess amount of Rs.15,79,829/- was paid to the contractor.

Reply:

I submit that the pre levels were taken in LF book No.1/LF/RWS&S/P/VIJ/07-8 on 08-05-2008 and final levels in No.4/LF/RWS&S/P/VIJ/07-08 on 15-09-2008, but during the Executive Engineer filed inspection on 02-10-2008 instructed to take correct levels since levels were taken 2m either side of the cater point on the top of the bund instead of taking 1.5m. As per the instruction of the Executive Engineer the final levels were taken once again in LF Book No.5/LF/RWS&S/P/VIJ/07-08 and submitted to division office along with plotted sheets quantity calculations and bill No.VII on 28-04-2008.

The bill No.VII was paid accordingly, but on the day of V&E inspection I have not mentioned about the final LF book i.e. 5/LF/RWS&S/P/VIJ/07-08 which was submitted to division office along the bill. The payment was made as per the levels only.

There is no excess payment, Hence loss of Rs.15,79,829/- to Government exchequer is incorrect.

In view of the above I deny the charge.

Charge-3:

Construction of clear water sump at Head works without executing pipelines and valves etc., as per agreement conditions causing an excess payment of Rs.1,82,504/-.

Reply:

The sump item in the original estimate with valves and specials was approved and agreement also concluded, but in the working estimate-IV the sump item was approved on 02-12-2009 without valves and specials (Annexure-r), accordingly supplementary agreement was concluded on 09-12-2009 (Annexure 5) and payment was made to the extent of execution only. Hence loss of Rs.1,82,504/- to Government exchequer is incorrect.

In view of the above I deny the charges.

Conclusion and prayer:

As such in view of the above, I request the Government to drop charges as there is no violation of norms/codal provisions / technical specifications on my part and with a further request to the Government not to initiate further action."

Articles of charges framed against Sri K.S.N. Raju, Assistant Engineer, RWS, Vissannapeta (charged officer -6):

The following articles of charges were framed against Sri K.S.N. Raju, Assistant Engineer, RWS, Vissannapeta, vide G.O.Rt.No.1670, PR&RD (Vig.II) Department, dated: 09-11-2011.

Charge-1:

That Sri K.S.N. Raju, Assistant Engineer, RWS, Vissannapeta, recorded the following items of works in the M book without executing in the field.

- i) Consolidation to d/s side bund portion with flat or iron rammers" without actually executing in the field due to which an excess amount of Rs.10,29,195/- was paid to the Contractor causing loss to Govt., exchequer.
- ii) EW Quantity for Formation of SS tank bund considering linear measurements only without considering levels due to which an excess amount of Rs.15,79,829/- was paid to the contractor.
- iii) Construction of clear water sump at Headwork without executing pipelines and valves etc; as per agreement conditions causing an excess payment of Rs.1,82,504/-.

BASIS:

The V&E has verified the work "CPWS Scheme to Vissanapeta and 32 other habitations in Vissannapeta (M) in Krishna District" and furnished Report No.43 (477/V&E/E2/09), dt: 15-07-2011 and observed the following points.

1. Vide G.O.Ms.No.538, dt: 01-04-2006 of Panchayat Raj & RD (RWS IIA) Dept., the Govt., have accorded Administrative sanction for the work "CPWS Scheme to Vissannapeta and 32 other habitations in Vissnnapeta (M) in Krishna District" under 12th Finance Commission Grant and Technical Sanction was accorded by the CE, RWS, Hy. For Rs.600 lakhs vide CER No. 10/2005-06, Date 63rd 03-05-2006. The work was entrusted to Sri P. Surya Prakasa Rao, Contractor, Vijayawada on tender basis @ 4.95% excess over the Estimate Contract Value (ECV) of Rs.4,66,05,615/- vide 33/2007-08, Dated: 25-02-2008 of the SE, RWS&S Circle, Vijayawada (Agt. Amount of Rs.4,89,595.94) with agreement period of 12 months to complete the work before 02-02-2009.
2. The V&E officials have inspected the work on 19-09-2009 & 23-09-2009 and stated that, in the working estimate -2 the specification "Supply and laying of Standard Gravel 150mm thick by ramming with wooden and iron rammers under Napa paneling" provided in the original sanctioned estimate was changed as "Consolidation of downstream side bund portion with flat or iron Rammers" considering the same rate as that of supply of standard Gravel i.e, Rs.288.95/- cum, and the same was recorded and paid causing an excess payment of Rs.10,29,195/- to the Contractor.
3. The action of the field officers by taking overall measurements instead of considering the already recorded levels for payment of earthwork for bund formation is not appropriate. Due to that payment for an excess quantity of 12,877.69 cum with a cost of Rs.15,79,829/- has been made to the contractor.
4. An amount of Rs.1,82,504/ (15 % of the cost of the clear water sump) was paid in excess to the contractor even though the pipe connections with valve fittings were not executed and the clear water sump structure was not tested deviating the clause 6.4 sumps under special conditions of the contract of the agreement. In the absence of the pipe connections with valve fittings the entire cost of clear water sump becomes unfruitful.

Thus, it clearly proves that the A.E, RWS, has failed to discharge his legitimate duties in check measured and recorded for payment for the items of work without actually executing in the field. Hence, the charges.

List of Documents:

V&E Report No. 43(477/V7E/E2/2009), dated. 15.07.2011 along with annexures.

List of Witness :

List of witnesses by whom the articles of charges are proposed to be sustained.

Written Defense Statement submitted by Sri K.S.N. Raju, Assistant Engineer, RWS, Vissannapeta, to the Disciplinary Authority:

- 1) Proposing to hold a department enquiry against the Articles of charges stood communicated to me calling for my written statement of defense.
- 2) I submit to state that the charges together with all the connected plead NOT GUILTY.
- 3) I submit my replies to the charges as under:

Charge-1:

The time of work "Consolidation of downstream side bund portion with flat or Rammers" without actually executing in the field due to which an excess amount of Rs.10,29,195/- was paid to the Contractor causing loss to Government exchequer.

Reply :

I submit that the said item in the original BOQ (2790.77 cum) is as follows:

"Supply and laying of Standard Gravel as per APDSS 621, mixed with water on the previous day, stiff balls formed to next day be laid and deposited in a single layer to give 150mm if finished thickness and well rammed in position with flat wooden or iron rammers for the inside bund slopped portion for Gravel backing of the Cuddapa Paneling for the finished item of work including turn overtax" (Annexure 1).

In the working estimate-II the gravel backing was increased to 3765 cum, in the working estimate it is typed in short form i.e., "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/S slope portion of the bund", in the supplemental agreement for the excess quantity over the original quantity i.e., 790.77 i.e., 884.23 the same specification (884.23 Cum) is followed (Annexure 2).

In the further I submit that in the working estimate III gravel back for revetment (inside of the bund) for a quantity of 3765 cum and gravel backing for D/d slope portion (outside portion) for 3765 cum in short form as Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/s slope portion of the bund" was submitted, the gravel backing is approved to the extent of revetment, that is 1200 Cum inside bund and 3765 Cum for D/s bund and supplementary agreement was concluded (Annexure 3) with rate of Rs.288.95 i.e. of original rate i.e. gravel backing inside or outside i.e. the same specification., but execution the gravel backing for revetment was 547.22 Cum as per page No: 41 of NB No: 1825B/RWS/P/Vja/07-08 and gravel backing to the outside 3765 cum vide page No:50 of MB No: 1799A/RWS/P/Vja/2007-08 and payment was made as per the

original specification ie 288.95 only. There is no such item in the original or supplemental agreement.

My statement to the V&E officials that the "Consolidation of D/s with flat or iron Rammers" is not done is correct, since the gravel backing was not done where revetment was not taken up. The gravel backing to the outside slope was done 3765 Cum as per page No.50 of MB No.1799A/RWS/P/Vja/2007-08 but this was recorded in short form i.e., Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/s slopes portion of the bund", this due to the mistake only.

This was misconstrued by V&E duplication of work, to that of inside the bund. I submit that this difference in wordings occurred due to taking some part of the specification while recording in the MB, instead of taking the specification of agreement.

Total quantity of gravel backing of 3675.00 cum for outside bund and 547.22 Cum for inside bund i.e. under revetment, as such no duplication.

Hence there is no also loss of Rs.10,29,195/- to Government exchequer is incorrect.

In view of the above I deny the charges.

Charge-2:

"EW quantity for "formation of SS tank bund" considering linear measurements only without considering levels due to which an excess amount of Rs.15,79,829/- was paid to the Contractor.

Reply:

I submit that the pre levels were taken in LF book No.1/LF/RWS&S/P/VII/07-8 on 08-05-2008 and final levels in No.4/LF/RWS&S/P/VII/07-08 on 15-09-2008, but during the Executive Engineer filed inspection on 02-10-2008 instructed to take correct levels since levels were taken 2m either side of the center point on the top of the bund instead of taking 1.5m. As per the instruction of the Executive Engineer the final levels were taken once again in LF Book No.5/LF/RWS&S/P/VII/07-08 and submitted to division office along with plotted sheets quantity calculations and bill No.VII on 28-04-2008.

The bill No.VII was paid accordingly, but on the day of V&E inspection I have not mentioned about the final LF book i.e 5/LF/RWS&S/P/VII/07-08 which was submitted to division office along the bill. The payment was made as per the levels only.

There is no excess payment, Hence loss of Rs.15,79,829/- to Government exchequer is incorrect.

In view of the above I deny the charge.

Construction of clear water sump at Head works without executing pipelines and valves etc., as per agreement conditions causing an excess payment of Rs.1,82,504/-

Reply:

The sump item in the original estimate with valves and specials was approved and agreement also concluded, but in the working estimate-IV the sump item was approved on 02-12-2009 without valves and specials (Annexure-r), accordingly supplementary agreement was concluded on 09-12-2009 (Annexure 5) and payment was made to the extent of execution only. Hence loss of Rs.1,82,504/- to Government exchequer is incorrect.

In view of the above I deny the charges.

Conclusion and prayer:

As such in view of the above, I request the Government to drop charges as there is no violation of norms/codal provisions / technical specifications on my part and with a further request to the Government not to initiate further action."

Depositions of the Listed Witnesses specified in Annexure-III of AOC examined as prosecution witnesses:

PW1

Statement of Sri V. Sridhar aged about 52 years, working as Dy. Director (Projects) IWAI, Sub-Office, Vijayawada.

Examination in Chief:

As per the instructions of DG, V&E, Hyderabad, we have inspected the work CPWSscheme, Vissannapeta and 32 other habitations in Vissannapeta (Mandal), in Krishna District. During the inspection we observed seven irregularities in execution of the said work.

1. Disposal of earth excavated from Key trench without examining the possibility of its usages in formation of bund/embankment.
2. Including of rate for breaking clods in the item of work-earth excavation for embankment, after finalization of tenders and concluding agreement.
3. Excess payment made for the item of work- supply and laying of standard gravel and consolidation of downstream bund portion with flat wooden or iron rams.
4. Erroneous calculation of seigniorage fee to be recovered in the work bills of contractor for the minerals consumed in the work.
5. Improper compaction of the embankment.
6. Excess payment made for construction-clear water umps, at head works.
7. Excess payment made for earth work for bund formation by considering linear measurements without considering levels.

The V&E report dated 15-7-2011 of listed document is marked as Ex. P-1.

Cross-Examination on behalf of CO-3 to CO-6:

1. When was the work inspected by the V & E officials?

Ans: On 19th September, 2009, 23rd September, 2009 and 17th March, 2011.

2. Who were the officers that had inspected the work?

Ans: 1. Sri V. Sridhar, Dy. Executive Engineer, V&E., Vijayawada Unit, 2. Sri M. Srinivasa Rao, Asst. Executive Engineer, V&E, Vijayawada Unit, 3) Sri P. Govardhan, Asst. Executive Engineer, Vijayawada Unit.

3. At page 5, at item V, it is mentioned that "This leads to suspicion that the soil was utilized for bund formation and the contractor was benefited". Do you agree that this is only suspicion and not a proof beyond doubt?

Ans: As per the departmental procedure the excavated material is property of the Government. But the authorities not made any spoil banks and unable to provide visual evidences in this regard for the disposal of the excavated material. The AEE was unable to produce any evidence towards its disposal.

4. Was it proved beyond doubt that the cut offs soils were completely utilized for formation of bund by way of testing any soil samples and comparison with the existing soils?

Ans : The cut off is situated under the core of the embankment and not possible to test the soils utilized in the key trenches. Further, the construction authorities did not test the soils excavated from the key trenches before declaring the same as not useful.

5. You had collected samples from the adjacent sides of bund and tested and found the soils to be good and suitable for formation of bund. This confirms that only suitable soils were used for formation of bund. Do you agree?

Ans : Yes, we have tested the soil and suitable soils were used for bund formation.

6. Did you collect any soil samples from the cut off level?

Ans : At the cut off level the soil samples have been tested.

7. What was the method adopted to collect the soils samples at the cut off level?

Ans: The soils samples were collected by open excavation method.

8. Why the soil samples from the cut off level were not obtained and compared with the soils used for formation of bund?

Ans: There is no necessity of comparing the soils. The V&E team collected the samples in the presence of departmental authorities and found the soils are useful.

9. Did you inspect the borrow area from where the soils were conveyed for formation of bund?

Ans: No.

10. Why soil samples from the borrow area were not collected for confirming the utilization of soils from borrow area ?

Ans: Before utilizing the soils it is the responsibility of the department to collect the samples from the borrow area at various levels for utilizing the same in the banking.

11. Have you verified the data for the agreement item of "Formation of Embankment" in the agreement and in the supplemental agreement?

Ans: Yes, we have verified.

12. How did you conclude that the rate is increased without any change in the specification?

Ans: The item braking of clods is already included in the specification of original agreement. Hence including of rate for braking clods separately in the supplementary agreement is irregular.

13. Did you find any difference in the lead of water in both the datas?

Ans: The original agreement in the item of consolidation the rate was included watering and braking of clods etc. The same watering charges were included for both braking clods and watering in the supplemental item also vide working estimate -II.

14. At page No.6, C-1, it is mentioned as 'downstream (inside) slopes. What is the actual location of your observation? Have you observed both sides and one side of the bund?

Ans: It is waterside slopes.

15. The gravel backing is not executed on the waterside of the SS tank for the entire length of the bund. Is it your inference?

Ans: The gravel backing is executed only in the item of work revetment in waterside slopes. For the remaining slopes no gravel backing was found.

16. Did you verify the downstream side of the earth bund for gravel backing?

Ans: Yes, verified.

17. Your conclusion that the specification for tamping the sides of the bund is based on the description of the item in the supplemental agreement. It is not based on any tests conducted at site. Do you agree?

Ans: There is no provision for conducting tests for the said test in the agreement.

18. Have you verified the sanctioned working estimates and data for this additional quantity of gravel backing?

Ans: Yes, verified.

19. Did you test the soil samples from gravel backing for its classification to know whether gravel backing is executed or not for the sloping sides of the earth work?

Ans: Yes, tested in three locations at chainages 300 mtrs, 1200 mtrs and 2040 mtrs, on the water side and the material is found to be silt and clays.

20. Is it not necessary to consolidate the gravel backing with tampers and rammers to have protection to the earth bund formed with homogeneous soils?

Ans: If it is original banking, no necessity of tamping and ramming. For the item gravel banking pertaining to revetment, requires tamping and ramming.

21. It is alleged that irregularity is only in description of above item, but not in item in the supplemental agreement executed. Do you have any comments?

Ans: The recovery is proposed for the item tamping and ramming for the original banking.

22. Did you mention to the Executive Engineer that the payment is to be regulated to the agency in respect of C I Connections?

Ans: It is mentioned only in the report.

23. Did you mention any such reference about C I Connections in the questionnaire handed over to the Executive Engineer about withholding of this amount towards C I Connections?

Ans: No.

Cross examination by CO-1

Q. Is there any ceiling for approving number of working estimates by any Government order?

Ans: I am not aware of any Government order regarding ceiling on approval of number of working estimates.

Q. Whether you have verified the correspondence between ENC and the Govt. regarding the deviations and the working estimates ?

Ans: Not verified.

Q. In respect of work-consolidation of downstream slide slope by rammers, was approved. In this aspect have you verified any data?

Ans: The authorities provided data pertaining to gravel backing for the item consolidation of downstream side bund portion with flat wooden or iron rammers.

Q. Have you called for the test results of soils of cut off trench either from the

Dy.EE, EE or SE ?

Ans: Yes, the SE was addressed.

Q: Is it a fact that the reuse of cut off trench soil is based on suspicious grounds and not on any scientific data?

Ans: The constructions authorities were unable to produce any evidences for disposal of huge quantity of excavated material.

DW-1

Statement of Sri J. Viswanath, S/o J. Chiranjeev Rao, aged about 60 years, Retired Chief Engineer, RWS &S, the Defense witness on behalf of Charged Officers 3, 4, 5 & 6, under Rule 20, sub rule 16 and 17.

Q: Have you inspected the work after the inspection of the site of subject work under reference by V & E Authorities?

Reply:

I have inspected the work on 7.02.2012, as per the instructions received from the Government in memo no. 18810/ Vig.II/A2/2011-2 dated 19-12-2011 of Panchayat Raj & Rural Development (Vig.II) Department. The inspection took place after the inspection of the work by the V & E Officers.

Q: The V & E report states that the "Consolidation to Downstream slope" by rammers was approved in lieu of Gravel Backing even though there is no necessity. What is your observation on this comment?

Reply:

The item of gravel backing and "Consolidation to Downstream slope" by rammers was provided in the original agreement for a quantity of 884.23 cum. during the execution of this item, the quantity exceeded the agreement quantity by 3675 cum. Hence the item is provided in the supplementary agreement with the same rate without any change in the specification. However, I observed one typographical error in describing the specification of the item in the supplemental agreement. This error had crept due to limitation of number of characters to be typed in excel format. This error went unnoticed and as a result the V & E Officers misunderstood that there is change in the specification and the item was paid same rate. Further the gravel backing is very much necessary to the downstream slope to protect as a casing soil. When new layer of gravel is formed, the layer necessarily needs to be rammed by rammers. The remark of V & E Report in this regards is not correct and not based on facts.

Q: The V & E report states that the gravel backing is done on the inner Slopes and is paid. The Report also states that there is overlapping of Measurements of gravel backing. Is it correct?

Reply:

This is not correct. I verified at site. The Gravel Backing was executed on the entire downstream side slope of the earth bund only and paid. On the waterside of the earth bund, the gravel backing was done only underneath the revetment and paid. There is no overlapping of measurements and there was no double payment anywhere.

Q: Is it necessary to consolidate the gravel backing with rammers?

Reply :

When the Gravel backing is provided over the original earth bund, the gravel has to be consolidated with rammers. Otherwise the gravel gets eroded with rains and the purpose will be lost.

Q: What are your comments about utilization of soils obtained in excavation? of cut-off trench and utilization of the same soils in the formation of Embankment?

Reply :

Without testing the soils and comparing, it is not correct to arbitrarily state that the soils obtained from cut off trench were utilized in formation of bund. The soil samples from the cut-off level are to be extracted by means of augers from the top of earth bund and analyzed for its classification and tabulated. The soil samples from the borrow area are to be tested for the classification and compared with the results of the soils obtained from the auger bore and compared to assess the source of soils obtained for the formation of the earth bund. Without such comparison, it is not correct to draw any conclusions. The V & E Report does not report any such comparison.

Q: In what connection did you inspect the work?

Reply:

I was instructed by the Government to furnish a report on the findings of the V & E report on the work and the replies furnished by the charged officers in the present case.

Q: Did you submit any report to the Government?

Reply:

Yes, I submitted my report on the work on 14-02-2012, to the Government.

Q: Have you inspected the sump and what was the state of the sump?

Reply:

By the time I inspected the sump, it was in complete shape with full of water. No water draw- down was observed. Hence this structure is water tight.

Q: What is your general opinion on the observations of the V&E officials during their Inspection of the above work?

Reply:

No specific comment can be made on V&E Report for the reason that the work executed for too long time and many deviations took place. At the time of V&E officials' inspection, the field staff present was unable to answer properly because some of the records were at division level for payments.

Cross Examination by PO: NIL.

Written Arguments filed by Presenting Officer:

The Presenting Officer has submitted his written brief/arguments as follows:

The Presenting Officer in his written arguments submitted before the Commission has re-iterated the charges and written statement of defense of the charged officers. Even though the same were already incorporated in the report, the observations of the Presenting Officer on each Charged Officer/Charge Wise were reproduced below:

Charged officer- 1 (Sri B. Rajeswara Rao)

Articles of charge	Written statement of the Charged Officer	Written Arguments of the Presenting Officer
<p>Charge-1 :</p> <p>That Sri B. Rajeswara Rao, ENC, RWS Dept., Hyderabad has approved three working estimates deleting the components essential to scheme without getting Revised Administrative Approval for the excess cost of the project due to which the expenditure incurred so far on the project becomes wasteful and also loss of Rs.80,66,534/- to Govt. exchequer.</p>	<p>During execution the cost of land acquisition increased to Rs.185.00 lakhs as per the actual cost to be paid as decided by the Revenue Authorities and this was brought to the notice of the Government vide this office letter Dt.28-03-2007 and requested to approve the D&DD proposal of District Collector, Krishna, further it was informed that certain item like OHBR are deleted due to LA cost increase, and covering one habitation. (Annexure 1). The Superintending Engineer (RWS), Vijaywada vide his letter Dt.17-04-2007 (Annexure 2) submitted the working estimate with a request to delete the OHBR and change Pumping main. Based on the</p>	<p>As verified with the Annexures of the Written Statement of Defense, Government had approved the Balance portion of the CPWS Scheme separately in another G.O. under NABARD. It is evident that the Charged Officer had communicated to the Government about the developments in Land Acquisition and increase in cost. The Scheme has not gone a waste as alleged in the charge. It is clubbed with other habitations and the scheme is being completed. Hence the charge that the scheme has gone waste is not proved. Regarding the loss of Rs. 80,66,534/- the responsibility lies with the Officers (other Charged Officers), who were in charge of execution. As such the charge is not sustainable.</p>

	<p>Superintending Engineer (RWS), Vijayawada recommendation and also to accommodate the land acquisition amount of Rs.185 lakhs, the working estimate was approved (Annexure 3).</p> <p>The Government has approved the D&DD proposal submitted by the District Collector, Krishna Vide GO Rt.No.750, Dt.26-05-2007 (Annexure 4).</p> <p>Further it is to submit that another scheme "CPWS Scheme to Tiruvuru & other Habitation" for Rs.250.00 lakhs was already sanctioned by Government vide G.O.Rt.No.539 Dt.28-02-2004 under NABARD, which is adjacent to the proposed scheme. The source of this scheme is 21st Main Branch canal of NSP near Putrela Village in Vissannapeta Mandal. But subsequently it was thought that the canal will run only for some period and as such it was proposed to utilize the Summer Storage tank (SS tank) proposed for Vissannapeta scheme to Truvuru Scheme also and as such the design of SS Tank was changed to cater to both the schemes, which made the increase of cost of SS Tank to 325 lakhs, additional Rs.142.80 lakhs. The fact of clubbing "CPWS Scheme to Vissannapeta and 32 other habitations in Vissannapeta (M) in Krishna District" and "CPWS Scheme to Tiruvuru & Other</p>	
--	--	--

	<p>in place of Cuddaph Paneling, to the inside of bund and the quantity of grave backing is approved to 1200 Cum, to the extent of revetment. In the same working estimate an additional item of gravel backing to the other side (outside of the bund, D/s) for a quantity of 3675 Cum with the same specification, that is S.621 with the same rate based on the field conditions and soil specifications, while doing so the same short form of "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/s Slope portion of the bund" is mentioned. The changes proposed by Superintending Engineer are accepted based on the recommendations of SE. As such in short, it is submitted that the changes that are brought while approving working estimates is changing Cuddaph paneling with gravel backing to an extent of 3675 Cum (inside of the bund) to revetment with gravel backing to an extent 1200 Cum (Annexure 13) and an additional provision of gravel backing with the same specifications (S.621) to outside of the bund. Hence the findings of the V&E that gravel backing is duplicated is not correct, as the V&E is in misconception of executing gravel backing to one side only and the net quantity</p>
--	---

<p>APPROVED THE ITEM OF "Consolidation to D/s slope" by rammers in lieu of Gravel Backing" even though there is no necessity and benefiting the contractor causing an excess expenditure and after execution of the same, the item "Gravel Backing" was again approved with the same rate causing duplication of the approval for the same item of work.</p>	<p>"Supply and laying of Standard Gravel as per APDSS 621, mixed with water on the previous day, stiff balls formed to next day be laid and deposited in a single layer to give 150mm if finished thickness and well rammed in position with flat wooden or iron ramers for the inside bund slopped portion for Gravel backing of the Cuddapa Panneling for the finished item of the work including turn over tax" (Annexure 10).</p> <p>Further subsequently based on the recommendation of Superintending Engineer, gravel backing quantity is increased from 2790.77 cum to 3675 cum to the inside to the bund in the working estimate-II, wherein the short form of the original specification (S.621) i.e., "Consolidation of the downstream side bund portion with flat wooden or iron ramers on the D/s slope portion of the bund" is used. But the SE while concluding supplemental agreement for the excess quantity over the original quantity i.e, 270.77 i.e, 884.23 also the same specification (s.621) is followed (Annexure 11), for the increased quantity due to increase of height of bund.</p> <p>Subsequently while submitting third working estimate the SE proposed (Annexure 12) revetment with gravel backing</p>	<p>gravel backing with ramers was proposed completely on the Downstream side of the and under the revetment only on the water side of the. As such it is established that there is no duplication of payment except that the part recording of the specification in the supplemental agreement went unnoticed. There was no new item and the specification for the entire gravel backing was the same both on the down streamside of the bund and under the revetment on the water side. The quantity was more than that was approved in the original estimate and so the necessity of supplemental agreement arose without any change in specification and so without any change in rate. The typographical error should have been noticed and a correction issued by the agreement authority. However, the Defense witness, who was a retired Chief Engineer, explained the issue with clarity. As such the charge is not substantiated because there was no new item and so there was no need of new rate and so there was no extra payment. Hence the charge is not sustainable.</p>
--	---	--

<p>Charge-2: That Sri B. Rajeswara Rao, ENC, RWS Dept HAS</p>	<p>Habitation" was brought to the notice of the Government (Annexure). Hence to meet additional cost the Government was addressed for revised administrative sanction for Rs.740 lakhs vide this office letter Dt: 25-11-2008 (Annexure 6) under 12th Finance commission grant.</p> <p>The Government through memo dated 06-10-2009 instructed to complete the work within the sanction amount, and propose the balance work at appropriate time under eligible grant (Annexure 7). As such I submit that from time to time I was informing the Government and caught suitable permissions.</p> <p>Further is submit that TFC grant is for specified period for specified amount and as such subsequently, the habitations proposed in this scheme along with other habitations were proposed under NABARD, as advised by the Government and the Government accorded Administrative Sanction vide G.O.Rt.No.1210 PR&RD dated 10-08-2010 (Annexure 8) and the work was entrusted and it is in progress.</p> <p>I submit that in view of the above exigency of the situation, deletions required, was done with the notice and approval of Government. Hence the charge</p> <p>I submit that the said item in the BOQ (2790.77 Cum) is as follows:</p>	<p>During deposition of the witness by V & E Officers and Defense witness, it is established that the</p>
--	---	---

	<p>recorded is 4222.22 Cum (3675 Cum out side+547.22 Cum inside).</p> <p>In this regard I submit that this anomaly in workings occurred due to taking some part of the specification while preparing working estimate (Annexure 14) and due to recording of part specification in the MB by the field staff, instead of taking the specification in the BOQ and Supplemental agreement and the total quantity of gravel backing to Cuddapa Panneling is 3765.00 Cum only, as such no duplication.</p> <p>In view of the above, I submit that the charge, based on findings of V&E, is due to non comparing the specification with that of BOQ and supplemental agreement and not comparing total quantity executed and not going into detail that gravel backing is provided two sides and considering only the quantity of gravel backing that is done to the inside of the bund, and assuming that there is new item of "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/s slope portion of the bund" in side of the bund without gravel, which actually not done. As such I submit that there is no benefit to the contractor causing an excess</p>	
--	--	--

<p>Charge-3:</p> <p>That Sri B. Rajeswara Rao, ENC, RWS Dept has approved the proposal for refusal of the soil obtained from cut-off trench for reuse in the bund formation without ascertaining the suitability of the soils by test results.</p>	<p>expenditure and no duplication of work. Further I submit that I am not responsible for the deficiency in any, in the quantities recorded by the field staff, as there is no duplication of items in working estimates approved by me.</p> <p>Further I am to submit that item No.11 in working estimate 3 is approved for gravel backing for revetment inside and item No.9 is approved outside of the bund for protection.</p> <p>In view of the above I deny the charge.</p>	<p>The charged officer took the stand that he acted upon the Inspection report of the Superintending Engineer. It is not proper for any officer competent to sanction any deviation, without any documentary support for such deviations and with necessary test certificates. The charged officer did not produce any documentary evidence of having received the test results of soil obtained from excavation of the key trench before approval. Hence the charge is sustainable.</p>
---	---	--

<p>Charge-4:</p> <p>That Sri B. Rajeswara Rao, ENC, RWS Dept has approved the modified rate for EW for formation of bund considering SS20A specification after concluding agreement even though SS20A specification was already existing in the original agreement.</p>	<p>test results is incorrect.</p> <p>In view of the above I deny the charge.</p> <p>I submit that the original specification was approved with 2Km lead of borrow soil with rate of Rs.135.95 per Cum (Annexure 17) with initial water lead of 0.5 Km. In working estimate-2 the superintending Engineer (RWS) Vijayawada has recommended with extra water lead of 2 Km and others (Annexure 18), basing on the certificate issued by the Executive Engineer, RWS (P) Division, Vijaywada (Annexure 19). As such while approving working estimate, the component of water lead is added to the rate with same specification by adding water lead component based on the certificate by the Executive Engineer and recommended by SE, as such arrived rate by deducible method by adding Rs.1.76 to the existing rate with the same specification. Hence I submit that charge that I approved the modified rate for EW for formation of bund considering SS 20A specification after concluding the agreement even though SS20A specification is existing in the original agreement is incorrect.</p> <p>In view of the above I deny the charge.</p>	<p>The charged officer sanctioned two rates for two earthwork items without any change in the specification. If at all the structure of the rate has gone any change, the same change should have been reflected in the specification. As such there is no change in the specification and hence the charge is sustainable.</p>
--	--	---

Charged officer-2 (Sri G. Raja Rao)

Articles of charge	Written statement of the charged officer			Written Arguments of the Presenting Officer
CHARGE 1. That Sri G. Raja Rao, the then Superintending Engineer, RWS &S Circle, Vijayawada (presently working as S.E. O/o ENC, RWS Dept, Hyderabad., has recommended and submitted the proposal of working estimates submitted by the Executive Engineer leading to wasteful expenditure of the Project were recommended and submitted to the ENC for approval causing a loss of Rs. 80,66,534/-	Sl.No.	Description of the wasteful expenditure	Amount in Rs.	The charge consists of 5 amounts, totaling to Rs.80,66,534/- Out of these amounts, the charge is to be held as proved for amounts of Rs.49,69,382/- in respect of item 1 Rs.3,05,624/- in respect of item 2, payment in respect of item 4 15,79,829/ and Rs.1,82,504 in respect of item 5 as explained in respect of same amounts against charged officers 1, 3, 5 and 6.
	1	Towards disposal of soils obtained from cut off	49,69,382	
	2	Towards excess payment made to the contractor by allowing the rate for breaking clods etc.,	3,05,624	
	3	Towards excess payment made "Consolidation of downstream side bund portion with flat or Iron Rammers"	10,29,195	In respect of item 2 ie Rs.10,29,195/- the charge is to be held as not proved as explained in respect of charge no 2 of Charged Officer 1
	4	Payment for earth work by linear measurements	15,79,829	
	5	Towards excess payment near clear water sump	1,82,504	
		Total (Rs)	80,66,534	

	<p>A. "Towards disposal of soils obtained from cut off trench without re-using the same for formation bund"</p> <p>The work was entrusted on 25-02-2008, original estimate was prepared for I had inspected the site along with Executive Engineer (RWS&S) Vijayawada, the then Executive Engineer (RWS&S) Vijayawada has informed that already the soil samples were given S.R.K. Engineering Technology by the Deputy Executive Engineer (RWS&S) Nuzividu, and the soil test results were with Dy. E.E. and as per the information and site condition (Annexure 6a to 6f), I have advised the field staff to use key trench soil if suitable and take up with barrow soil if not suitable as per soil test report also show that the soils below 0.6m are of previous nature, the impervious clay portion is stated to be 0.6m, this is for retention of water storage. Hence key trench was taken up with barrow soils by the field staff, subject to approval of estimate.</p> <p>Further I submit that it is upland area, the total 100 acres area is taken up the SS tank, the Zoned section is uneconomical as the bed is disturbed, again the bed carpet has to be taken up, in view of the site condition, soil test reports and economy I had recommended and accordingly the working estimate was prepared and submitted to the higher authorities. Hence loss of Rs.49,69,682/- to Govt. exchequer is untenable.</p> <p>B. "Towards excess payment made to the Contractor by allowing the rate</p>	
--	--	--

	<p>for breaking clods etc., even though SS20A specification was mentioned in the original Agreement".</p> <p>The original specification of the bund formation is as follows.</p> <p>"Formation of Tank bund portion for summer storage tank for Vissannapeta scheme with conveyance of earth at a lead of 2.0 Km and consolidation with 8 to 10 tone power roller to Procter's density including refilling watering ramming and breaking of clods etc complete as specified in technical specification for finished item of work including seignorage charges". The rate is Rs.135.95/-cum (Annexure 7).</p> <p>As the Executive Engineer has informed that the agency has represented the bund quantity is increased and in the formation huge quantity of water is required, as the area is upland and nearby there is no water available in such huge quantity, and extra water was required and as per the site condition a minimum 2.0 Km lead was required, for that the Executive Engineer has given the certificate and accordingly the specification is changed (Annexure 8), the changed specification which was recommended as follows:</p> <p>"Earth work and depositing on bank with initial lead of 10m and Ifit of 2mts in loamy and clay soils like black cotton soil red earth and ordinary gravelly as per SS 20A by machinery with a lead of 2Km including Extra Water consolidation to proctor density for embankment using 8 to 10 mm power roller including conveyance of water with an initial lead of ½ Km for filling key trench and bund formation</p>	
--	--	--

<p>including 4% turn over tax". (Annexure 9).</p> <p>As per site condition the changed specification the rate at Rs.154.00/cum i.e, breaking clods, extra water lead, trimming of slopes. The working estimate was approved at Rs.137.1/cum with extra water lead only. The supplementary agreement was concluded with changed specification only. Hence there is no loss of Rs.3,05,264/- to Government exchequer.</p> <p>C. "Towards excess payment made to the Contractor without actually doing the item of work "Consolidation of downstream side bund portion with flat or Iron-Rammers".</p> <p>The original specification for gravel backing for Cuddapha paneling with 2790.77 cum (Annexure 10) as follows:</p> <p>"Supply and laying of standard gravel as per APDSS 621 mixed water on the previous day stiff balls formed to next day be laid and deposited in a single layer to give 150mm of finished thickness and well rammed in position with flat wooden or Iron rammers for the inside bund sloped portion for gravel backing of the cuddapaha paneling for the finished item of work including turnover tax."</p> <p>Due the clubbing of the two schemes and as per site condition the side slope length were increased and the quantity to 3675 cum, in the working estimate it was recommended in the short form i.e., "Consolidation of downstream side of the bund portion with flat wooden or iron rammers on D/s slope portion of the bund (Annexure 11). After approval in</p>	
--	--

	<p>the working estimate in short form the excess quantity i.e. 884.23 cum over original quantity of 2790.77 cum entered the supplementary agreement on 27-03-2008 the specification as follows. (Annexure 12).</p> <p>“Supply and laying of standard gravel as per APDSs 621 mixed water on the previous day stiff balls formed to next day be laid and deposited in a single layer to give 150mm of finished thickness and well rammed in position with flat wooden or iron rammers for the inside bund sloped portion for gravel backing of the Cuddapaha paneling for the finished item of work including turnover tax.” There was no change in specification though it was written in the working estimate in short form the supplementary specification.</p> <p>On further inspection of the work on 9-5-2008 and instructed the field staff proposal of rough stone revetment instead of Napa paneling in the third working estimate is recommended with (Annexure 13) revetment and gravel backing in place of Cuddapah Paneling gravel backing was recommended for the both slopes as per the site condition as the soil is “CH” type soils as there was possibility of cracking due to high temperatures during summer as the work was in the upland area, and there was possibility of submerged condition of the bund portion due MI tanks in upstream side, the surplus water will flow along the SS tank so to protect the bund outside with gravel backing for a quality of 3675 Cum with the same specification, that is S.621 with the same rate based on the field conditions and soil</p>	
--	---	--

	<p>specifications, while doing so the short form of "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/S slope portion of the bund? was recommended. The working estimates was approved, with gravel backing to an extent of 3675 Cum (inside of the bund) and changing cuddapha paneling to revetment with gravel backing to an extent 1200 Cum. Hence the findings of the V&E that gravel backing is duplicated is not correct, as the V&E is in misconception of executing gravel backing to one side only and the net quantity recorded is 4222.22 Cum (3675 Cum outside + 547.22 Cum inside).</p> <p>In this regard I submit that this anomaly in wordings occurred due to taking some part of the specification while preparing working estimate (Annexure 14) and due to recording of part specification in the MB by the field staff, instead of taking the specification in the BOQ and Supplemental agreement and the total quantity of gravel backing to cuddapa paneling is 3675.00 Cum only, as such no duplication.</p> <p>In view of the above, I submit that the charge, based on findings of V&E, due to non comparing the specification with that of BOQ and supplemental agreement and not comparing total quantity executed and not going into detail that gravel backing is provided two sides and considering only the quantity of gravel backing that is done to the inside of the bund, and assuming that there is new item of "Consolidation of the downstream side</p>	
--	--	--

	<p>bund portion with flat wooden or iron rammers on the D/s slope portion of the bund? in side of the bund without gravel, which actually not done. As such I submit that there is no benefit to the contractor causing an excess expenditure and no duplication of work, there is no duplication of items in working estimates recommended.</p> <p>Further I am to submit that item No.11 in working estimate 3 is approved for gravel backing for revetment inside and item No.9 is approved outside of the bund for protection. Hence the loss of Rs.10,29,195/- to Govt. exchequer is also not correct.</p> <p>D. "Towards excess payment made in the item of work "Earth work excavation for formation of bund" without considering levels already recorded in LF Books".</p> <p>I submit that the pre levels were taken in Lf book, the executive engineer (RWS&S) informed that the final levels LF was with him at the time V&E inspection without the knowledge of this, the field staff has shown the Lf book which is not the final one recorded. The levels at any time can be checked there is no deficiency. The payment was made as per accruals only; there is no excess payment, the payment made to the extent of execution only. Hence the of amount Rs.15,79,829/- projected as loss to Government exchequer is incorrect.</p> <p>E. "Towards excess payment made for Construction of clear water sump at Head works without executing pipe lines and valves etc".</p>	
--	--	--

	<p>The sump item in the original estimate with valves and specials was approved and agreement also concluded, but in the working estimate-IV the sump item was approved without valves and specials, accordingly supplementary agreement was concluded later. Hence loss of Rs.1,82,504/- to Gov. exchequer is incorrect.</p> <p>Charge-2:</p> <p>That Sri G. Raja Rao the then Superintending Engineer, RWS &S Circle, Vijayawada (presently working as S.E. O/o ENC , RWS Dept, Hyderabad), has instructed for refusal of the soil obtained from Cut-off trench for reuse during site inspection and recommended the same in working estimate without obtaining the test results of the soil resulting to excess expenditure of Rs.44,69,382/-</p>	<p>The charged officer had not attended the proceedings of the inquiry before the Commissioner of Inquiries and as per the V & E Report, the Officer or his subordinates did not produce any documentary evidence that the soils excavated from cut-off were tested and results obtained. With the evidence produced by the V & E Officers, who inspected the work, the charge is sustainable.</p> <p>And I already submitted frequent inspection by CE's in charge of district and guidance is available to field staff for follow up even though Superintending Engineer's availability and competency in recommending is questionable (SE's competency is upto 50.00 lakhs only) In view of the above I deny the charges.</p>
--	---	--

Charged Officer- 3 (Sri K.V. Padmanabha Rao)

Articles of charge	Written statement of the Charged Officer	Written Arguments of the Presenting Officer
<p>CHARGE 1. That Sri K.V. Padmanabha Rao Executive Engineer, RWS & S, Vijayawada has Check measured and recorded for payment for the following items of work in the m. Book without actually executing in the field.</p> <p>i..in execution of EW quantity for formation of SS tank bund considering linear measurements only without considering levels due to which an excess amount of Rs. 15,79,829/- was paid to the contractor.</p> <p>ii. That Sri K.V. Padmanabha Rao, Executive Engineer, RWS &S, Vijayawada in construction of clear water sump at Headworks without executing pipelines and valves as per agreement conditions causing an excess payment of Rs.1,82,504/-</p>	<p>I) I submit that the pre levels were taken in LF book on 8-5-2008. During my field visit on October 2nd, I have noticed that the final levels taken in LF Book No.4/LF/RWS&S/P/VIJ/07-08 are entirely wrong and instructed the field staff to re-take the final levels of the Bunk. Because of this ambiguity in the Field final levels, though the quantity was recorded in page No: 87 to 97 of MB No:1799/A/ RWS/ P/ Viz/ 07-08, the IV bill was submitted for the previous quantity only i.e, 1,66,891.74 Cum, vide page No: 44 of MB No: 1023A/RWS/P/Vza/06-07. Subsequently, while submitting Bill No: VII by the Deputy Executive Engineer on 28-04-2009, the final levels were submitted in the LF Book No: 5/LF/RWS&S/P/VIJ/07-08 along with plotted sheets, and quantity calculations Vide Page No: 54 of MB No: 1023A/RWS/PVza/06-07 the payment was made for quantity 1,73,650.19 Cum supported by plotted sheets, and quantity calculations. The final LF book and the plotted sheets are in the division office. When the V&E inspected the site on 23-09-2009 the field staff has shown the LF book No: 4/LF/RWS&S/P/VIJ/07-08</p>	<p>i) As evidenced in the V & E Report, the charged officer did not produce any comparative statement between the quantities obtained by taking final levels and linear measurements and that the less quantity was paid for. As per the written statement of defense, the L.F. Books were under rerecording. Still the fact should have been brought to the notice of the Inspection Team and the fact recorded. Such thing was not reported in the V & E Report. Hence the charge is sustainable.</p> <p>II) It is explained by the Charged officer that the amount as provided in the deviation statement only was paid. If any such provision is in contradiction with the agreement clauses, the agreement is to be followed. The total amount cannot be paid unless the entire connections are tested to the specification. Hence the payment as shown is to be treated as excess only and hence the charge is sustainable.</p>

	<p>instead of 5/LF/RWS&S/ PVIJ/ 07-08 since it is in the division office.</p> <p>There is no excess payment, Hence loss of Rs.15,79,829/- to Govt. exchequer is incorrect.</p> <p>In view of the above I deny the charge.</p> <p>ii) The sump item in the original estimate with valves and specials was approved and agreement also concluded, but in the working estimate-IV the sump item was approved on 2-12-2009 without valves and specials, accordingly supplementary agreement was concluded on 9-12-2009, and payment was made to the extent of execution only. Hence loss of Rs.1,82,504/- to Govt. exchequer is incorrect.</p>	
--	--	--

Charged Officer -4 (Sri R.M.R. Dayal)

Articles of charge	Written statement of the Charged Officer	Written Arguments of the Presenting Officer
That Sri R.M.R. Dayal, the then E.E., RWS & S, Vijayawada has Check measured the item of work "consolidation to d/s side bund portion with flat or iron rammers" without actually executing in the field due to which an excess amount of Rs.10,29,195/- was paid to the Contractor causing loss to Govt., exchequer	<p>I submit that the said item in the original BOQ (2790.77 Cum) is as follows:</p> <p>"Supply and laying of Standard Gravel as per APDSS 621, mixed with water on the previous day, stiff balls formed to next day be laid and deposited in a single layer to give 150 mm if finished thickness and well rammed in position with flat wooden or iron rammers for the inside bund slopped portion for Gravel backing of the Cuddapa Paneling for the finished item of work including turn overtax." (Annexure 1).</p> <p>In the working estimate - II, the gravel backing was increased to</p>	<p>During deposition of the witness by V & E Officers and Defense witness, it is established that the gravel backing with rammers was proposed completely on the of the earth bund and under the revetment only on the water side of the earthbund. As such it is established that there is no duplication of payment except that the part recording of the specification in the supplemental agreement went unnoticed. There was no new item and the specification for the entire gravel backing was the same both on the down streamside of the bund and under the revetment on the water</p>

	<p>3765 cum. This was because the Summer Storage Tank was designed for the scheme of Vissannapeta and Tirivuru. In the working estimate though it was given in short form i.e. "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/S slope portion of the bund", in the supplemental agreement for the excess quantity over the original quantity i.e. 2790.77 i.e. 884.23 the same specification (884.23 Cum) is followed (Annexure 2).</p> <p>In the further, I submit that in the working estimate III gravel backing for revetment (in side of the bund) for a quantity of 1200 Cum, and gravel backing for D/S slope portion (outside portion) (Annexure - 3&4) in short form as Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/S slope portion of the bund" as proposed in the working estimate - II, though the gravel backing is approved to the extent of revetment, that is 1200 Cum in the working estimate - III and supplementary agreement was concluded (Annexure - 5) with rate of 288.95 i.e. is of original rate of gravel backing inside of outside i.e. the same specification, the quantity of 547.22 Cum was recorded in M.B. to the extent of revetment was done inside and gravel backing to the outside 3765 Cum was done and this was misconstrued by V&E as duplication of work, to that of inside the bund.</p> <p>I submit that this anomaly in wordings</p>	<p>side. The quantity was more than that was approved in the original estimate and so the necessity of supplemental agreement arose without any change in specification and so without any change in rate. The typographical error should have been noticed and a correction issued by the agreement authority. However, the Defense witness, who was a retired Chief Engineer, explained the issue with clarity. As such the charge is not sustainable because there was no new item and so there was no need of new rate and so there was no extra payment. Hence the charge is not sustainable.</p>
--	---	--

	<p>occurred due to taking some part of specification while preparing working estimate and due to recording of part specification in MB, instead of taking the specification in the BOQ and supplemental agreement and the total quantity of gravel backing of 3675.00 Cum only, as such no duplication.</p> <p>The V&E has conducted the test in inside in the portion (where revetment was not done) and took the statement from the Sri K.S.N. Raju, A.E., RWS, Vissannapeta and the AE also misunderstood and stated that gravel backing was not done, but the gravel backing was not done in the inside portion (except where revetment was done). The gravel backing was done outside full i.e. 3765 cum. During the V&E inspection, the field AE has given statement that the short form of which was given in the working II, as a new item which was not done. This is not correct hence there is no also loss of Rs. 10,29,195/- to Govt. exchequer.</p>	
--	---	--

Charged Officer -5 (Sri R. Prasada Rao)

Articles of charge	Written statement of the Charged Officer	Written Arguments of the Presenting Officer
<p>Charge-1:</p> <p>That Sri R..Prasada Rao, Dy.E.E.,, RWS & E, Vissannapeta has Check measured and recorded for payment to the item of work "consolidation to d/s side bund portion with flat or iron rammers" without actually executing in the field due to which an excess amount of Rs.10,29,195/- was paid</p>	<p>I submit that the said item in the original BOQ (2790.77 Cum) is as follows:</p> <p>"Supply and laying of Standard Gravel as per APDSS 621, mixed with water on the previous day, stiff balls formed to</p>	

<p>to the Contractor causing loss to Govt., exchequer.</p>	<p>next day be laid and deposited in a single layer to give 150mm if finished thickness and well rammed in position with flat wooden or iron rammers for the inside bund slopped portion for Gravel backing of the Cuddapa Paneling for the finished item of work including turn overtax" (Annexure 1).</p> <p>In the working estimate-II the gravel backing was increased to 3765 cum, in the working estimate it is typed in short form i.e, "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/S slope portion of the bund", in the supplemental agreement for the excess quantity over the original quantity i.e, 2790.77 i.e, 884.23 the same specification (884.23 Cum) is followed (Annexure 2).</p> <p>In the further I submit that in the working estimate III gravel back for revetment (inside of the bund) for a quantity of 3765 cum and gravel backing for D/d slope portion (outside portion) for 3765 cum in short form as Consolidation of</p>	<p>As explained at Charge 2 of Charged officer 1, and charge 1 of Charged Officer 4, the charge is not sustainable.</p>
--	---	---

	<p>the downstream side bund portion with flat wooden or iron rammers on the D/s slope portion of the bund" was submitted, the gravel backing is approved to the extent of revetment, that is 1200 Cum inside bund and 3765 Cum for D/s bund and supplementary agreement was concluded (Annexure 3) with rate of Rs.288.95 i.e, of original rate ie gravel backing inside or outside ie the same ie same specification., but execution the gravel backing for revetment was 547.22 Cum as per page No: 41 of NB No: 1825B/RWS/P/Vja/07-08 and gravel backing to the outside 3765 cum vide page No:50 of MB No: 1799A/RWS/P/Vja/2007-08 and payment was made as per the original specification ie 288.95 only. There is no such item in the original or supplemental agreement. This was misconstrued by V&E duplication of work, to that of inside the bund. I submit that this difference in wordings occurred due to taking some part of the specification while recording in the MB, instead of taking the</p>	
--	--	--

	<p>specification of agreement.</p> <p>Total quantity of gravel backing of 3675.00 Cum for outside bund and 547.22 Cum for inside bund ie under revetment, as such no duplication.</p> <p>Hence there is no also loss of Rs.10,29,195/- to Government exchequer is incorrect.</p> <p>Charge-2 :</p> <p>That Sri R..Prasada Rao, Dy.E.E.,, RWS & E, Vissannapeta check measured and recorded for payment to the quantity of item "Formation of embankment" with linear measurements without considering levels already recorded causing loss of Rs. 15,79,829/- to the Govt</p>	<p>I submit that the pre levels were taken in LF book No.1/LF/RWS&S/P/VIJ/07-8 on 08-05-2008 and final levels in No.4/LF/RWS&S/P/VIJ/07-08 on 15-09-2008, but during the Executive Engineer filed inspection on 02-10-2008 instructed to take correct levels since levels were taken 2m either side of the center point on the top of the bund instead of taking 1.5m. As per the instruction of the Executive Engineer the final levels were taken once again in LF Book No.5/LF/RWS&S/P/VIJ/07-08 and submitted to division office along with plotted sheets quantity calculations and bill No.VII on 28-04-2008. The bill No.VII was paid accordingly, but on the day of V&E inspection I</p> <p>As evidenced in the V & E Report, the charged officer did not produce any comparative statement between the quantities obtained by taking final levels and linear measurements and that the less quantity was paid for. As per the written statement of defense, the L.F.Books were under rerecording. Still the fact should have been brought to the notice of the Inspection Team and the fact recorded. Such thing was not reported in the V & E Report. Hence the charge is sustainable.</p>
--	--	--

<p>Charge-3: Construction of clear water sump at Head works without executing pipelines and valves etc., as per agreement conditions causing an excess payment of Rs.1,82,504/-</p>	<p>have not mentioned about the final LF book i.e 5/LF/RWS&S/P/VIJ/07-08 which was submitted to division office along the bill. The payment was made as per the levels only.</p> <p>There is no excess payment, Hence loss of Rs.15,79,829/- to Government exchequer is incorrect.</p>	<p>The sump item in the original estimate with valves and specials was approved and agreement also concluded, but in the working estimate-IV the sump item was approved on 02-12-2009 without valves and specials (Annexure-r), accordingly supplementary agreement was concluded on 09-12-2009 (Annexure 5) and payment was made to the extent of execution only. Hence loss of Rs.1,82,504/- to Government exchequer is incorrect.</p> <p>It is explained by the charged officer that the amount as provided in the deviation statement only was paid. If any such provision is in contradiction with the agreement clauses, the agreement is to be followed. The total amount cannot be paid unless the entire connections are tested to the specification. Hence the payment as shown is to be treated as excess only and hence the charge is sustainable.</p>
--	--	--

Charged Officer -6 (Sri K.S.N. Raju)

Articles of charge	Written statement of the Charged Officer	Written Arguments of the Presenting Officer
<p>Charge-1: That Sri K.S.N. Raju, Assistant Engineer, RWS, Vissannapeta, recorded the following items of works in the M book without executing in</p>	<p>I submit that the said item in the original BOQ (2790.77 Cum) is as follows:</p> <p>"Supply and laying of</p>	<p>As explained at Charge 2 of Charged officer 1, the charge is not sustainable.</p>

<p>the work</p> <p>i. "consolidation to d/s side bund portion with flat or iron rammers" without actually executing in the field due to which an excess amount of Rs.10,29,195/- was paid to the Contractor causing loss to Govt., exchequer.</p>	<p>Standard Gravel as per APDSS 621, mixed with water on the previous day, stiff balls formed to next day be laid and deposited in a single layer to give 150mm if finished thickness and well rammed in position with flat wooden or iron rammers for the inside bund slopped portion for Gravel backing of the Cuddapa Paneling for the finished item of work including turn overtax" (Annexure 1).</p> <p>In the working estimate-II the gravel backing was increased to 3765 cum, in the working estimate it is typed in short form i.e., "Consolidation of the downstream side bund portion with flat wooden or iron rammers on the D/S slope portion of the bund", in the supplemental agreement for the excess quantity over the original quantity i.e, 2790.77 i.e, 884.23 the same specification (884.23 Cum) is followed (Annexure 2).</p> <p>In the further I submit that in the working estimate III gravel back for revetment (inside of the bund) for a quantity of 3765 cum and gravel backing for D/d slope portion (outside portion) for 3765 cum in short form as Consolidation of the downstream side bund</p>	
---	---	--

	<p>portion with flat wooden or iron rammers on the D/s slope portion of the bund" was submitted, the gravel backing is approved to the extent of revetment, that is 1200 Cum inside bund and 3765 Cum for D/s bund and supplementary agreement was concluded (Annexure 3) with rate of Rs.288.95 i.e, of original rate ie gravel backing inside or outside ie the same ie same specification., but execution the gravel backing for revetment was 547.22 Cum as per page No: 41 of NB No: 1825B/RWS/P/Vja/07-08 and gravel backing to the outside 3765 cum vide page No:50 of MB No: 1799A/RWS/P/Vja/2007-08 and payment was made as per the original specification ie 288.95 only. There is no such item in the original or supplemental agreement.</p> <p>My state to the V&E that the "Consolidation of D/s with flat or iron Rammers" is not done is correct, since the gravel backing was not done where revetment was not taken up. The gravel backing to the outside slope was done 3765 Cum as per page No.50 of MB No.1799A/RWS/P/Vja/2007-08 but this was recorded in short form i.e., Consolidation of the downstream side bund</p>	
--	--	--

	<p>portion with flat wooden or iron rammers on the D/s slopes portion of the bund", this due the mistake only. This was misconstrued by V&E duplication of work, to that of inside the bund. I submit that this difference in wordings occurred due to taking some part of the specification while recording in the MB, instead of taking the specification of agreement.</p> <p>Total quantity of gravel backing of 3675.00 Cum for outside bund and 547.22 Cum for inside bund ie under revetment, as such no duplication.</p> <p>Hence there is no also los of Rs.10,29,195/- to Government exchequer is incorrect.</p> <p>In view of the above I deny the charges.</p>	
<p>Charge-2:</p> <p>EW Quantity for Formation of SS tank bund considering linear measurements only without considering levels due to which an excess amount of Rs.15,79,829/- was paid to the contractor.</p>	<p>I submit that the pre levels were taken in LF book No.1/LF/RWS&S/P/VIJ/07-8 on 08-05-2008 and final levels in No.4/LF/RWS&S/P/VIJ/07-08 on 15-09-2008, but during the Executive Engineer filed inspection on 02-10-2008 instructed to take correct levels since levels were taken 2m either side of the cater point on the top of the bund instead of taking 1.5m. As per the instruction of the Executive Engineer the final levels</p>	<p>As evidenced in the V & E Report, the charged officer did not produce any comparative statement between the quantities obtained by taking final levels and linear measurements and that the less quantity was paid for. As per the written statement of defense, the L.F. Books were under rerecording. Still the fact should have been brought to the notice of the Inspection Team and the fact recorded. Such thing was not reported in the V & E Report. Hence the charge is sustainable.</p>

	<p>were taken once again in LF Book No.5/LF/RWS&S/P/VIJ/07-08 and submitted to division office along with plotted sheets quantity calculations and bill No.VII on 28-04-2008.</p> <p>The bill No.VII was paid accordingly, but on the day of V&E inspection I have not mentioned about the final LF book i.e 5/LF/RWS&S/P/VIJ/07-08 which was submitted to division office along with the bill. The payment was made as per the levels only.</p> <p>There is no excess payment, Hence loss of Rs.15,79,829/- to Government exchequer is incorrect.</p>	
<p>Charge-3:</p> <p>construction of clear water sump at Headwork without executing pipelines and valves etc; as per agreement conditions causing an excess payment of Rs.1,82,504/-</p>	<p>The sump item in the original estimate with valves and specials was approved and agreement also concluded, but in the working estimate-IV the sump item was approved on 02-12-2009 without valves and specials (Annexure-r), accordingly supplementary agreement was concluded on 09-12-2009 (Annexure 5) and payment was made to the extent of execution only. Hence loss of Rs.1,82,504/- to Government exchequer is incorrect.</p>	<p>It is explained by the Charged officer that the amount as provided in the deviation statement only was paid. If any such provision is in contradiction with the agreement clauses, the agreement is to be followed. The total amount cannot be paid unless the entire connections are tested to the specification. Hence the payment as shown is to be treated as excess only and hence the charge is sustainable.</p>

Summary: The summary of Written Arguments is as follows.

Charged Officer-1: Sri B. Rajeswara Rao: Charge 1: not sustainable
 Charge 2: not sustainable
 Charge 3: sustainable
 Charge 4: sustainable

Charged Officer – 2: Sri G, Raja Rao	Charge 1: partly sustainable Charge 2: sustainable
Charged Officer-3: Sri K.V. Padmanabha Rao	Charge 1: sustainable Charge 2: sustainable
Charged Officer- 4 Sri R.M.R. Dayal	Charge 1: not sustainable
Charged Officer- 5 Sri R. Prasada Rao	Charge 1: not sustainable Charge 2: sustainable Charge 3: sustainable
Charged Officer-6 Sri K.S.N. Raju	Charge 1: not sustainable Charge 2: sustainable Charge 3: sustainable

PRAYER:

It is prayed that the charges that are substantiated by the deposition of the witnesses and held sustainable above may kindly be admitted and appropriate orders passed as deemed fit in the case.

Written Arguments submitted by Sri B. Rajeswara Rao, formerly Engineer-in-Chief, RWS & S (now retired) to the Inquiring Authority:

All the Charged Officers in their written brief/arguments submitted before the commission has reiterated the charges, depositions of V&E officials, written defence statement of the charged officer and written arguments of the Presenting Officer. Hence as they were already incorporated in the report under the head of charged officer's written arguments his explanation/written arguments before the commission were taken into the report under the head of Charged Officers; written arguments.

Charge-1:

I deny the charge. I submitted my written statement of defense to the Government with all enclosures wherein I informed the developments and increase in cost of the scheme. Government sanctioned the scheme under another funding agency NABARD and the scheme is in progress and nearing completion. As such the charge that the expenditure so far made has gone waste is not correct. The scheme is already functioning partly and nearing completion for full scale functioning.

The Presenting Officer in his brief rightly pointed out that regarding the loss of Rs.80,66,534/- the responsibility lies with the field officers (other charged officers). My part is only sanctioning of working estimates based on the necessity of provisions and with supporting details. Hence, I request that this charge may kindly be dropped.

Charge-2:

I deny the charge. The V&E Team of officers mentioned in their report as inside (Downstream side) while mentioning their observations. This is not correct. The

inside is water side. The other side is downstream side. This was the confusion created by the V&E officers. As evident from the evaluation of the deposition by the PW-1 and DW-1, the entire downstream side slope of the bund was provided with gravel backing and on the water side slope, the gravel backing was provided under the revetment only. As can be seen from the M. Books, the payment was made for only work done i.e. the entire side slope on the downstream side slope and under the revetment only on the water side. There was no excess payment and there was no overlapping of measurements. The quantity was in excess of the provisions made in the originally sanctioned estimate. There was a provision of 2790.77 cum., quantity in the original estimate. During progress of work, the gravel backing was adopted for the entire area on the downstream side of the bund and under the revetment on the waterside. As a result, there was an additional quantity of 884.23 cum to be executed. As a result, there was a need for entering into supplemental agreement for the additional quantity of 884.23 cu.,. With the same specification as was stipulated in the original agreement, there was no change in the unit rate for the item of gravel back. However, while typing the specification for the item in the supplemental agreement, the excel format accepted only part of the specification and the missing part of the specification did not attract the attention of office staff as well as everybody. The V&E officers misunderstood this item with missing part of the specification as a new item and made the remarks. The above was manifested in the deposition of DW-1 and the confusion was evident from the deposition of the PW-1. As supplemental agreement was entered into with the same rate for the excess quantity and with the same original specification, the charge is not correct and justified. Hence the charge may kindly be dropped.

Presenting officer also was satisfied with the deposition presented before the commission and opined that the charge is not substantiated.

Charge-3:

I deny the charge. The Presenting Officer erred in commenting that the deviation was approved by me without ascertaining the suitability of otherwise of the cut-off soil. The test reports of non suitability of the cut off soil and suitability of the borrow soils was enclosed to the Deviation Proposals. The responsibility of conducting tests for suitability of soil or otherwise rests with the officer proposing the deviation because the sampling of soil is the basic responsibility of the field officers. However the test results were enclosed to the deviation proposals and hence I deny the charge. The copies of test results are herewith enclosed. In view of the discussion I may kindly be exonerated from the charge.

Charge-4:

I deny the charge. The rate for the supplemental agreement for excavation of soil for formation of embankment included breaking of clods etc., complete. The original rate for the item in the original agreement consisted of $\frac{1}{2}$ KM of lead for the

water. As water was not available within the prescribed lead the lead was revised to 2.0 KM and the supplemental rate was worked out. The increase of rate was not due to breaking of clods, but to increase in water lead. The specification for the item in the supplemental agreement was not specific about the water lead. The V&E Team misunderstood this omission as an item at new rate without change in specification.

Based on the explanation offered above, I may kindly be exonerated from this charge.

In view of the detailed explanation and also the opinion of the Presenting officer, I request that I may kindly be exonerated from the charges and further action dropped."

Written Arguments submitted by Sri G. Raja Rao, the then Superintending Engineer, Vijayawada, to the Inquiring Authority:

"As an extension of the reply furnished to the Government on the subject case, I further submit as follows. At the first instance, I deny the charge in all its contents.

1. Towards disposal of soils obtained from cut off Rs. 49,69,382/-.
2. Towards excess payment made to the contractor by allowing the rate for breaking clods etc. Rs. 3,05,624/-.
3. Towards excess payment made 'Consolidation of downstream side bund portion with flat or iron Rammers" Rs. 10,29,195/-.
4. Payment for earth work by liner measurements Rs.15,79,829/-.
5. Towards excess payment near clear water sump Rs. 1,82,504/-.

Total: Rs. 80,66,534/-.

The amount mentioned in the articles of charge consists of the amount of Rs.80,66,534/- made up of the above sub amounts.

Each amount is explained as below:

1. During the execution of the work, the field staff came to conclusion that, the soil excavated from the cut of trench was found to be not suitable for formation of embankment. This was evident from the very appearance of the soil and field tests like making threads, making balls, kneading etc. The soil was consisting of cohesion less particles and the very feel was sufficient for a senior officer to judge the unsuitability of the soil for forming the embankment. However, prior to execution of work the field staff were advised by Se to carry out lab tests for suitability and the necessary tests were conducted in SRK Engineering & Technology, Vijayawada by the EE concerned as payment authority. The test results were to support to recommend to competent authority, in refusing the reuse of the soil excavated in the cut-off trench. I am herewith enclosing the copies of the test results.

2. Towards excess payment made to the contractor by allowing the rate for breaking clods etc.

The rate for the supplemental agreement for excavation of soil for formation of embankment included breaking of clods etc., complete. The original rate for the item in the original agreement consisted of ½ KM of lead for the water. As water was not available within the prescribed lead the lead was revised to 2.0 KM and the supplemental rate was worked out. The increase of rate was not due to breaking of clods, but due to increase in water lead. The specification for the item in the supplemental agreement was not specific about the water lead. The VZE team misunderstood this omission as an item at new rate without change in specification.

3. Towards excess payment made "Consolidation of downstream side bund portion with flat or Iron Rammers.

As evaluation of the deposition by the PW-1 and DW-1, the entire downstream side slope of the bund was provided with gravel backing and on the water side slope, the gravel backing was provided under the revetment only. As can be seen from the M. Books, the payment was made for only work done i.e., the entire side slope on the downstream side slope and under the revetment only on the water side. There was no excess payment and there was no overlapping of measurements. The quantity was in excess of the provisions made in the originally sanctioned estimate. Hence supplemental agreement was entered into with the same rate as there was no change in the specification for the item.

4. Payment for earth work by linear measurements.

As Superintending Engineer, I was responsible for the payments and the methods adopted for payment. As per Departmental Codes, the responsibility for payments rests with the Executive Engineer for the methods adopted for computing the quantities and payment for such quantity. The Executive Engineer should have adopted standard methods of computation as per APDSS and relevant codes of practice.

5. Towards excess payment near clear water sump.

As Superintending Engineer, I was responsible for the payments. The Executive Engineer is responsible to implement the conditions of the agreement and make payments to the Agency accordingly. Hence, I am in no way responsible for the charge.

In view of the above discussion, I deny the charge and request that I may kindly be exonerated from this charge.

Charge-2:

This was already explained in respect of sub charge in Articles of charge-1 above. During the execution of the work, the soil excavated from the cut of trench was found to be not suitable for formation of embankment. This was evident from the very appearance of the soil and field tests like making threads, kneading etc. The soil was consisting of cohesion less particles and the very feel was sufficient to judge the unsuitability of the soil for forming the embankment. However the necessary tests were conducted in SRK institute of technology, Vijayawada. The Test results were in support of the decision taken by me in refusing the reuse of the soil excavated in the cut-off trench.

In view of the above detailed explanation, I request that I may kindly be exonerated from all the charges."

Written Arguments submitted by Sri K.V. Padmanabha Rao, Executive Engineer, RWS&S, Vijayawada, to the Inquiring Authority:

I deny all the charges in all their contents. The V&E Team of officers did not understand the conditions of records and the exact place where the records were lying. However, I submit the defense in respect the sub charges as follows:

There was no excess payment. Initially the Section Officer recorded the field levels of the earthbund in an erroneous method or locating offsets. The section officer should have taken the levels at the centre of the earth bund and at the edges of the top width of the bund on either side (1.5 Mts., on either side of the centre point). Instead, he took levels at 2.0 mts., on either side of the centre point and recorded in the LF. Book no.4/IF/TWES&S/P/VJA/07-08. At this juncture, the V&E Team inspected the work. The levels were taken against and recorded in L.F book and compared the quantities and concluded that excess payment was made. After rerecording the field levels, the quantities were computed by both methods and the lesser quantity was paid in L.S VII & Part bill. Hence the payment was made to the lesser quantity by considering the linear measurements as well as levels to the Agency. The copies of pages of L.F Books, copy of office note of I.S. VII & part bill duly showing the comparative statement of quantities computed by both the methods are enclosed. Further the presenting officer has mentioned regarding the recording of final levels and stated that it was not brought to the notice of V&E team during their visit to the site. In this regard I submit that all the records were handed over to the V&E team by section officer only. The V&E team did not call for any additional records from me nor inquired with me. They simply took the records available and did not spell out their observations at site. If they made their observations openly, the issue would have come to my notice and I would have contributed my information to the inquiry. I was not informed and the inspection was done in my absence. I was not aware of the records which were shown or not shown to the V&E team. In view of the above discussion, I may kindly be exonerated of the charge.1.

Regarding the sub charge-2: I am to submit that the PW-1 deposed that he did not intimate any objection regarding the payment made for the C.I. connections. From this it is clear that I did not know anything about the objection made by the V&E till I received the charge memo in September, 2011. While reviewing the work bill I noticed that a part of the amount should not have been paid to the contractor. As verified from the supplemental agreement, the amount earmarked for the C.I connections was deleted due to paucity of the funds and executed subsequently under another source of funds. The excess payment was subsequently noticed and recovered from the contractor in the next bill L.S. VIII & part bill dated. 21.12.2009 VP.No.69 of MB 1023A/RWS/P/V2A/06-07. This recovery happened even 2 years before the V&E team communicated their remarks. The necessary tests were conducted subsequently after connections were completed and the DW-1 deposed that the sump was with full of water without drawdown. In view of the above detailed explanation, I request that I may be exonerated all the charges."

Written Arguments submitted by Sri R.M.R. Dayal, the then Executive Engineer, RWS&S, Vijayawada, to the Inquiring Authority:

"The V&E team of officers mentioned in their report at page No.6 Para-C as downstream (inside) slopes while mentioning their observations. This is not correct. The inside is water side. The other side is downstream side. This was the confusion created by the V&E Officers. As evident from the evaluation of the deposition by the PW-1 and DW-1, the entire downstream side slope of the bund was provided with gravel backing and on the water side slope, the gravel backing was provided under the revetment only. As can be seen from the M. Books, the payment was made for only work done i.e., the entire side slope on the downstream side slope and under the revetment only on the water side. There was no excess payment and there was no overlapping of measurements. The quantity was in excess of the provisions made in the originally sanctioned estimate. There was a provision of 884.23 cum. Quantity in the original estimate. During progress of work, the gravel backing was adopted for the entire area on the downstream side of the bund and under the revetment on the water side. As a result, there was a need for entering into supplemental agreement for the additional quantity of 2790.77 cum with the same specification as was stipulated in the original agreement, there was no charge in the unit rate for the item of gravel back. However, while typing the specification for the item in the supplemental agreement, the excel format accepted only part of the specification and the missing part of the specification did not attract the attention of office staff as well as everybody. The V&E officers misunderstood this item with missing part of the specification as a new item and made the remarks. The above was manifested in the deposition of DW-1 and the confusion was evident from the deposition of the PW-1. As supplemental agreement was entered into with the same rate for the excess quantity and with the same original specification, the charge is not correct and justified. Hence the charge may kindly be dropped.

It is evident that the presenting officer also was satisfied with the deposition presented before the commission and opined that the charge is not substantiated.

In view of the detailed explanation and also the opinion of the presenting officer, I request that I may kindly be exonerated from the charges and further action dropped."

Written Arguments submitted by Sri R. Prasada Rao, Deputy Executive Engineer, RWS&E, Vissannapeta, to the Inquiring Authority:

"Charge-1:

The V&E team of officers mentioned in their report at page No.6 Para-C as downstream (inside) slopes while mentioning their observations. This is not correct. The inside is water side. The other side is downstream side. This was the confusion created by the V&E Officers. As evident from the evaluation of the deposition by the PW-1 and DW-1, the entire downstream side slope of the bund was provided with gravel backing and on the water side slope, the gravel backing was provided under the revetment only. As can be seen from the M. Books, the payment was made for only work done ie., the entire side slope on the downstream side slope and under the revetment only on the water side. There was no excess payment and there was no overlapping of measurements. The quantity was in excess of the provisions made in the originally sanctioned estimate. There was a provision of 884.23 cum. Quantity in the original estimate. During progress of work, the gravel backing was adopted for the entire area on the downstream side of the bund and under the revetment on the water side. As a result, there was a need for entering into supplemental agreement for the additional quantity of 2790.77 cum with the same specification as was stipulated in the original agreement, there was no charge in the unit rate for the item of gravel back. However, while typing the specification for the item in the supplemental agreement, the excel format accepted only part of the specification and the missing part of the specification did not attract the attention of office staff as well as everybody. The V&E officers misunderstood this item with missing part of the specification as a new item and made the remarks. The above was manifested in the deposition of DW-1 and the confusion was evident from the deposition of the PW-1. As supplemental agreement was entered into with the same rate for the excess quantity and with the same original specification, the charge is not correct and justified. Hence the charge may kindly be dropped.

It is evident that the presenting officer also was satisfied with the deposition presented before the commission and opined that the charge is not substantiated.

Charge-2:

I submit that the pre levels were taken in LF book on 8-5-2008. During the field visit on October 2nd Executive Engineer had noticed that the final levels taken

in LF Book No.4/LF/RWS&S/P/VIZ/07-08 are entirely wrong and instructed the field staff to rerecord the final levels of the bund. Because of this ambiguity in the field final levels, though the quantity was recorded in page No.87 to 97 of MB.No.1799/A/RWS/P/Vij/07-08 the L.S.IV bill was submitted for the previous quantity only i.e., 1,66,891.74 cu., Vide page No.44 of MB No.1023A/RWS/P/Viz/06-07. Subsequently, while submitting Bill No.VII by the Deputy Executive Engineer on 28-04-2009, the final levels were submitted in the LF. Book No.5/LF/RWS&S/P/VIJ/07-08 along with plotted sheets and quantity calculations vide page Noi.54 of MB.No.1023A/RWS/P/PVZA/06-07. The payment was made for quantity 1,73,650.19 cum supported by plotted sheets, and quantity calculations. The final LF Book and the plotted sheets were in the division office. When the V&E inspected the site on 23.09.2009 the field staff has shown the LF.Book No.4/LF/RWS&S/P/VIJ/07-08 instead of 5/LF/RSW&S/PVIJ/07-08, since it is in the division office. There is no excess payment. Hence loss of Rs.15,79,829/- to Government exchequer is incorrect.

Charge-3:

The sump item in the original estimate with valves and specials was approved and agreement also concluded, but in the working estimate-IV the sump item was approved on 2-12-2009 without valves and specials, accordingly supplementary agreement was concluded on 9-12-2009 and payment was made to the extent of execution only. Hence loss of Rs.1,82,504/- to Government exchequer is incorrect.

In view of the above detailed explanation, I request that I may kindly be exonerated from all the charges.”

Written Arguments submitted by Sri K.S.N. Raju, Assistant Engineer, RWS, Vissannapeta, to the Inquiring Authority:

“Charge-1 :

The V&E team of officers mentioned in their report at page No.6 Para-C as downstream (inside) slopes while mentioning their observations. This is not correct. The inside is water side. The other side is downstream side. This was the confusion created by the V&E Officers. As evident from the evaluation of the deposition by the PW-1 and DW-1, the entire downstream side slope of the bund was provided with gravel backing and on the water side slope, the gravel backing was provided under the revetment only. As can be seen from the M.Books, the payment was made for only work done i.e., the entire side slope on the downstream side slope and under the revetment only on the water side. There was no excess payment and there was no overlapping of measurements. The quantity was in excess of the provisions made in the originally sanctioned estimate. There was a provision of 884.23 cum. Quantity in the original estimate. During progress of work, the gravel backing was adopted for the entire area on the downstream side of the bund and under the revetment on the water side. As a result, there was a

need for entering into supplemental agreement for the additional quantity of 2790.77 cum with the same specification as was stipulated in the original agreement, there was no charge in the unit rate for the item of gravel back. However, while typing the specification for the item in the supplemental agreement, the excel format accepted only part of the specification and the missing part of the specification did not attract the attention of office staff as well as everybody. The V&E officers misunderstood this item with missing part of the specification as a new item and made the remarks. The above was manifested in the deposition of DW-1 and the confusion was evident from the deposition of the PW-1. As supplemental agreement was entered into with the same rate for the excess quantity and with the same original specification, the charge is not correct and justified. Hence the charge may kindly be dropped.

It is evident that the presenting officer also was satisfied with the deposition presented before the commission and opined that the charge is not substantiated.

Charge-2:

I submit that the pre levels were taken in LF book on 8-5-2008. During the field visit on October 2nd Executive Engineer had noticed that the final levels taken in LF Book No.4/LF/RWS&S/P/VIz/07-08 are entirely wrong and instructed the field staff to rerecord the final levels of the bund. Because of this ambiguity in the field final levels, though the quantity was recorded in page No.87 to 97 of MB.No.1799/A/RWS/P/Vij/07-08 the L.S.IV bill was submitted for the previous quantity only i.e., 1,66,891.74 cu,. Vide page No.44 of MB No.1023A/RWS/P/Viz/06-07. Subsequently, while submitting Bill No.VII by the Deputy Executive Engineer on 28-04-2009, the final levels were submitted in the LF. Book No.5/LF/RWS&S/P/VIJ/07-08 along with plotted sheets and quantity calculations vide page Noi.54 of MB.No.1023A/RWS/P/PVZA/06-07. The payment was made for quantity 1,73,650.19 cum supported by plotted sheets, and quantity calculations. The final LF Book and the plotted sheets were in the division office. When the V&E inspected the site on 23.09.2009 the field staff has shown the LF. Book No.4/LF/RWS&S/P/VIJ/07-08 instead of 5/LF/RSW&S/PVIJ/07-08, since it is in the division office. There is no excess payment. Hence loss of Rs.15,79,829/- to Government exchequer is incorrect.

Charge-3:

The sump item in the original estimate with valves and specials was approved and agreement also concluded, but in the working estimate-IV the sump item was approved on 2-12-2009 without valves and specials, accordingly supplementary agreement was concluded on 9-12-2009 and payment was made to the extent of execution only. Hence loss of Rs.1,82,504/- to Government exchequer is incorrect.

In view of the above detailed explanation, I request that I may kindly be exonerated from all the charges."

Analysis & Assessment:

The articles of charges, written statement of defense of all the 6 charged officers submitted to Government, record of the case, deposition of the proposed witnesses (V&E officials), deposition of the defense witness, the then CE, RWS&S, from the side of the charged officers who has inspected the works after the inspection of V&E officials, written arguments of the PO of the case and the written arguments of all the 6 charged officers have been perused.

From the AOCs it is observed that:

1. 4 charges were framed against the CO-1. Sri B. Rajeswara Rao, ENC, RWS&S Dept, Hyd. (now Retd.)
2. 2 charges were framed against the CO-2, Sri G. Raja Rao, the then SE, RWS&S Circle, Vijayawada (now u/s).
3. 1 charge with two averments were framed against the CO-3, Sri K.V. Padmanabha Rao, EE, RWS&S, Vijayawada
4. 1 charge is framed against the CO-4, Sri R.M.R. Dayal, the then EE, RWS&S Vijayawada (now Retd)
5. 3 charges were framed against the CO-5, Sri R. Prasada Rao, Dy EE., Vissannapeta.
6. 1 charge with three averments was framed against the CO-6, Sri K.S.N. Raju, A.E, RWS, Vissannapeta.

It is observed from the AOCs that charge I of CO-1, the ENC Sri B. Rajeswara Rao is charge I for CO-2, the SE Sri B. Raja Rao only and not of any other charged officers.

The charge I of CO-I is detailed below:

"has approved three working estimates deleting the components essential to scheme without getting Revised Administrative Approval for the excess cost of the project due to which the expenditure incurred so far on the project becomes wasteful and also loss of Rs.80,66,534/ to Government exchequer."

Analysis for charge I:

The deviation in the estimate occurred due to increase in land acquisition cost which is out of purview of RWS&S Department officials. It was investable to make a provision of Rs. 185.00 lakhs as against original provision of Rs.100.00 laksh (Rs.85.00 lakhs excess). The second reason for deviation was addition of new habitation, Tiruvuru, due to which SS tank capacity was increased.

These above facts have been brought to the notice of the government by Engineer-in-chief and requested for revised sanction. Government has instructed to submit proposals for balance work separately.

Accordingly, administrative sanction has been accorded by government under NABARD grant in GORT NO 1210 of PR and RD Dt: 10/08/2010. Thus, it is evident that Sri B. Rajeswara Rao did not intentionally increase the capacity of SS tank to benefit the contractor and deletion of certain items mentioned by V&E authorities was inevitable.

The same analysis applies for CO-2, Sri G. Raja Rao, the then SE also.

Hence the charge I against CO-1, and charge -I against charged officer -2, is not sustainable.

Charge II: "has approved the item of "Consolidation to D/s slope" by rammers in lieu of "Gravel Backing" even though there is no necessity and benefiting the contractor causing an excess expenditure and after execution of the same, the item "Gravel Backing" was again approved with the same rate causing duplication of the approval for the same item of work."

charge II of CO-1 is charge -I for Cos, 4, 5 and 6.

Analysis for charge II:

Allegation as per V & E Report Para No.1: On verification of the original agreement, it is observed that the bund downstream (inside) slopes of an area 18,605.15 Sq. m was provided with Napa slab paneling on 150mm thick Gravel backing. Hence provision was made for supply and laying of standard Gravel with quantity of 2790.77 Cum (18605.15x0.15) with a rate of Rs.288.95/- per Cum as a separate item of work. During execution as the length of the bund increased, the corresponding Napa slab lining and gravel backing also increased to 24500 Sq.m and 3675 cum respectively. (Annexure-A | 2).

Remarks on Para I: In the above report page No. 6, Item 2(c), para 1, line 2, it is mentioned as 'downstream (inside)'.

In Engineering Terminology, outside slope is termed as 'downstream' and inside portion is termed as 'upstream' (i.e. where water is retained).

The mentioning of 'downstream (inside)' by V&E authorities in line 2, item 2c, para 1 of page No. 6 of the above report clearly indicates that V&E authorities have mistaken inside slopes of SS tank as downstream, which is factually incorrect. The said item of work like laying of gravel and consolidation of gravel laid over slopes with wooden and iron rammers etc. is executed on downstream side slopes of bund i.e. outside portion of bund but not inside slopes as presumed by V & E authorities.

The revetment was done on inside portion of the bund and not outside.

Allegation as per V & E Report Para No. 2: In the working estimate-2, the gravel backing specification was changed and mentioned as "Consolidation of

downstream side bund portion with flat or Iron Rammers on D/s slope portion of bund" by adopting the same rate as that of gravel backing itself i.e, Rs.288.95 and the item was executed and paid vide P2 to P11 of MB No.1825B/RWS/PNJA/07-08 (Extracts of MB extracts annexed as Annexure-A15). However, while concluding the supplemental Agreement No.43/07-08 Dt.27- 03-2008 for the increased quantity of Gravel backing i.e., 884.23 cum, the original specification of "Supply and laying of Gravel as per APDSS 621" was retained.

Remarks on Para No. 2: The said item of "Consolidation of downstream side bund portion with flat or Iron Rammers on D/s slope portion of bund" is not a new item as presumed by V & E Authorities. The said item of "The laying of gravel backing and Consolidation of downstream side bund portion with flat or Iron Rammers on D/s slope portion of bund" is written in the short form in agreement as well as recording. This is not a new item. Specification was not changed but only written in short form. Laying of gravel is done underneath revetment on inside slopes of bund.

Laying of gravel and consolidation with wooden / iron rammers etc. is done on entire length of outside slope i.e. downstream side.

Allegation as per V & E Report Para No. 3: In working estimate-3 the item of work "Napa Paneling on Downstream side slope portion of the bund" was deleted and replaced by Rough Stone Revetment (2400 cum) with 150mm thick gravel backing. But the item of work "Consolidation of downstream side bund portion with flat or Iron Rammers on D/s slope portion of bund" proposed in place of "Gravel Backing 150mm thick by ramming with flat wooden or Iron rammers" which was already approved in working estimate2 was not deleted. Further a quantity of 1200 Cum Gravel backing was provided separately at the rate of 288.95 in working estimate-3 as a base course for Rough stone Revetment causing duplication of the same item of work (Annexure-A7).

Remarks to Para No. 3: The said item of "Gravel backing and consolidation with wooden/ iron rammers etc." was done on inside portion under revetment portion only. The said item of "Gravel backing and consolidation with wooden / iron rammers etc." was done for entire length of downstream side slopes i.e. outside slopes. Hence, there was no duplication.

Allegation as per V & E Report Para No. 4: Having consolidated the bund with 8-10 T power roller to 98% Proctor's Density, there is no need for separate consolidation of downstream side bund portion with flat or Iron Rammers. Any trimming of slopes etc., shall be taken up at the cost this item of work considering the rate of gravel backing as Rs.288.95 was approved in working estimate 2 and was recorded for the bund length of 2.770 Kms with quantity of 3675 Cum. (2790.77 + 884.23).

Remarks on Para No. 4: No payment was made for trimming of slopes. The payment made was for laying gravel (including cost and conveyance of gravel) and consolidation of gravel layer of 150 m thick with iron / wooden rammers etc.

Allegation as per V & E Report Para No. 5: The details of excess payment made to Contractor in the guise of consolidation of the d/s side slope of the bund are as recorded.

Remarks to Para No.5: No payment was made for consolidation of inside slopes with iron / wooden rammers etc. as mentioned by V&E authorities. Hence the question of recovery does not arise.

In view of the above analysis made, charge II framed against CO-I and charge I of Cos 4, 5 & 6 is not sustainable. | 8

Charge-III: "approved the proposal for refusal of the soil obtained from cut off trench for reuse in the bund formation without ascertaining the suitability of the soils by test results".

This charge is charge-II for CO-2, Sri B. Raja Rao, SE, RWS & S:

Analysis for Charge III:

The V&E Inspection has taken place after 2 years of completion of the scheme. The statement of defense, under Sub-rule, 17 of Rule 20, given by the CO-6, Sri KSN Raju, AE, RWS&S, clearly speaks about all the issue of not using the unuseful soil from cutoff trench because of the soil test results of negative nature, the further use of it by farmers etc. which is very near to truth. (Copy enclosed together Test Repots dt: 28.2.2008 and 01.4.2008, with the deposition of the defense witness the then CE).

PW-1, the team leader of V&E inspection team, in the cross examination deposed that "the authorities not made any soil banks and unable to provide visual evidences in this regard for the disposal of the excavated material. The AEE was unable to produce any evidence towards its disposal." The defense witness Sri J. Viswanath, the then CE RWS &S who has inspected the works, after the inspection of V&E Officials, to submit a report to Government, on the remarks of V&E Report, in his deposition before the Commission stated that "at the time of V&E Officials inspection, the field staff present was unable to answer properly because some of the records were at division level for payments" which means that the actual records were not available with the staff at site.

In view of the above the Charge III framed against CO-1 and the Charge II against CO-2 is not sustainable. | 9

Charge IV: "approved the modified rate for EW for formation of bund considering SS20A specification after concluding the agreement even though SS20A specification was already existing in the original agreement".

This is a specific charge to the ENC only.

Analysis for charge IV:

As per SS20A specification, while doing earthwork, clods are to be broken. For breaking clods, water is to be sprinkled on clods (to soften clods). In the specification an initial water lead of 0.5km (conveyance charges of water from a distance of 0.50km) is given i.e., the water used for breaking clods can be fetched from 0.50km and the conveyance charges of 0.50km are added in the data(rate).

In this case, during execution, the EE has given a certificate that such huge quantity of water is not available within 0.50km and a water lead (conveyance charges) of 2.00km may be allowed.

Accordingly, the water lead charges of 2.00km were added to the data and thus the rate is increased.

But the V&E authorities presumed it as same specification and took it as allowing two rates for same specification. They did not thoroughly verify the data. The change in rate is due to increase in conveyance charges of water utilized.

The EE/SE did not furnish the details like how much water is available within 0.50km distance and how much quantity of water is conveyed from 2.00km distance.

The revised rate is allowed for the entire quantity of earth work which is not justifiable. Hence the charge -IV framed against CO-1 is sustainable.

As already mentioned while analyzing charges against CO-1, charges-I and III of CO-1 correspond with charges-I and II of CO-2. Since the charges are not sustainable against CO-1, the charges against CO-2 are also not sustainable.

A single charge was framed against the CO-3, with two averments:

Charge I: "Has check measured and recorded for payment for the following items of work in the M. Book without actually executing in the field."

(i): In execution of Earth Work quantity for formation of SS tank bund considering linear measurements only without considering levels due to which an excess mount of Rs. 15,79,829/- was paid to the contractor.

From the explanation and the written arguments together with its supportive papers it is observed that the resurvey for the SS tank bund formation was insisted to the field engineers and recorded in L.F. Book No.5/LF/RWS & S/P/VJA/07-08 and the quantities were computed by both linear as well as levels methods (Office note Dt:30/04/2009 enclosed by the CO-3) and the lesser quantity cost was paid to the contractor in L.S. VII & Part bill dated: 30/04/2009 which was even before the inspection of V & E Team.

But by mistake the field staff i.e. C.O No 6, Mr. K.S.N Raju, AE, handed over the wrongly recorded old L.F. Book No.4/LF/RWS & S/P/VJA/07-08, during the V &

E team visit to the site which was out of the notice of the CO-3. The V & E team computed the quantities with wrongly taken level book and arrived at the conclusion that the excess payment was made. The V & E Team neither called for any additional records from the CO-3, nor inquired him. With the records available, the team did not spell out their observations at site so that the CO could have given his explanation and the above issue might not have risen. The inspection was done in his absence. The CO-3 was not aware of the records which were shown or not shown to the V & E team. Hence, there is no excess payment.

In this regard Sri KSN Raju, AE, RWS&S, the CO-6 has filed a written statement of defense before under Sub rule 17 of Rule 20, APSC (CC& A) Rules 1991, which has to be taken as a document that explains what actually happened.

In this statement he clearly explained that the V&E officials called him to their office at Vijayawada and has collected information from him only and did not approach the EE at Vijayawada who was having the L.F. Books with final levels of the Earth Bund, and they were not available at the inspection cite while the V & E officials visited the site. He further submitted in the statement the EE during his final verification of level payment has found certain mistakes in recording levels and he instructed to re-record the final levels and these final LF Books were with the EE on the day of inspection by V&E Officials.

The same version was added in the deposition of the defense witness Sri J. Viswanath, Rtd. Chief Engineer, RWS&S who has inspected the cite and submitted a report to Government, as instructed by Government after the inspection of V& E Officials.

The V&E Inspection has taken place after 2 years of completion of the scheme. The statement of defense, given by the CO-6, AE, RWS&S, clearly speaks about all the issue of not using the unuseful soil from cutoff trench because of the soil test results of negative nature, the further use of it by farmers etc. which appears to be true. (Copy enclosed with the deposition of the defense witness the then CE).

The PW-1, the team leader of V&E inspection team, deposed in the cross examination that "the authorities not made any spoil banks and unable to provide visual evidences in this regard for the disposal of the excavated material. The AEE was unable to produce any evidence towards its disposal." The defense witness Sri J. Viswanath, the then CE RWS &S who has inspected the works after the inspection by the V&E Officials, to submit a report to Government, on the remarks of V&E Report, in his deposition stated that "at the time of V&E Officials inspection, the field staff present was unable to answer properly because some of the records were at division level for payments" which means that the actual records were not available with the staff at site.

(ii) In construction of clear water sump at Head works without executing pipelines and valves as per agreement conditions, causing an excess payment of Rs.1,82,504/-

In this case, the observation made by the V&E authorities is correct.

The deletion of provision for valves and pipe connecting etc is not justifiable as testing of sump becomes difficult without those items.

But due to paucity of funds in the estimate these items were deleted. Moreover, as the amount was not paid to the contractor, there is no financial loss to the government. All the charged officers have submitted the same reply in this regard.

The excess payment was subsequently noticed and recovered from the contractor in the next bill L.S. VIII & part bill dated 21-12-2009 vp no 69 of MB 1023A/RWS/P/V2A/06-07. This recovery happened 2 years before the V&E team communicated their remarks. Hence, there is no excess payment. There fore the single charge with two averments framed against the CO-3 is not sustainable.

A single charge is framed against Sri CO-4: Sri R.M.R. Daval. Executive Engineer.

Charge:

"Has Check measured the item of work "consolidation to d/s side bund portion with flat or iron rammers" without actually executing in the field due to which an excess amount of Rs 10, 29,195/- was paid to the Contractor causing loss to Govt exchequer.

In the V&E report page No. 6, Item 2(c), Para 1, line 2, it is mentioned as 'downstream (inside)'.

In Engineering Terminology, outside slope is termed as 'downstream' and inside portion is termed as 'upstream' (i.e. where water is retained.)

The mentioning of 'downstream (inside)' by V&E authorities in line 2, item 2c, para 1 of page No. 6 of the above report clearly indicates that V&E authorities have instaken inside slopes of SS tank as downstream, which is not correct. The said item of work like laying of gravel and consolidation of gravel laid over slopes with wooden and iron rammers etc. is executed on downstream side slopes of bund i.e. outside portion of bund but not inside slopes as presumed by V & E authorities. The revetment was done on inside portion of the bund and not outside.

The V&E authorities have verified inside slopes of Tank bund and they have mistaken it as downstream. In M-Book it is clearly mentioned in the recording specifications as "Down Stream".

The issue that was discussed in para -2, the said item of "Consolidation of downstream side bund portion with flat or Iron Rammers on D/s slope portion of

bund" is not a new item as presumed by V & E Authorities. The said item of "The laying of gravel backing and Consolidation of downstream side bund portion with flat or Iron Rammers on D/s slope portion of bund" is written in the short form in agreement as well as recording. This is not a new item. Specification is not changed but only written in short form. Laying of gravel is done underneath revetment on inside slopes of bund.

Laying of gravel and consolidation with wooden / iron rammers etc. is done on entire length of outside slope i.e. downstream side.

The specification is mentioned in short form, which is mistaken by V & E authorities as a new item. This is only typographical error. This is the same item as "laying of gravel backing and consolidation with wooden / iron rammers etc. complete."

The CO-4, Sri R.M.R. Dayal did not check measure the said item in the M Book No. 1825 B / RWS / P / VJA / 0708. (Xerox copy enclosed herewith with the Written Arguments by the CO and submitted in the Written Arguments that he has not signed the M. Book, concerned).

No duplication was done because revetment was done on inside slopes and gravel backing is done underneath the revetment on inside of bund and laying of gravel and consolidation etc. (on the said item) was done on outside slopes (downstream).

The said item of "Gravel backing and consolidation with wooden / iron rammers etc." was done on inside portion under revetment portion only. The said item of "Gravel backing and consolidation with wooden / iron rammers etc." was done for entire length of downstream side slopes i.e. outside slopes. Hence, there was no duplication.

No payment was made for trimming of slopes. The payment made is for laying gravel (including cost and conveyance of gravel) and consolidation of gravel layer of 150 m thick with iron / wooden rammers etc.

No payment was made to consolidation of inside slopes with iron / wooden rammers etc. as mentioned by V&E authorities. Hence the question of recovery does not arise.

The reference of the Statement of Defense of Sri KSN Raju, CO-6, as detailed in the analysis pertaining to CO-3, is applicable to CO-4, Sri RMR Dayal also.

In view of the above, the single charge framed against the CO-4 is not sustainable.

CO-5 Sri R. Prasada Rao, Dy EE., Vissannapeta: 3 charges were framed against him.

Charge I not sustainable on the basis of the analysis made in respect of CO-4.

Charge 2 not sustainable on the basis of the analysis made for averment (i) of CO-3.

Charge 3 not sustainable on the basis of the analysis made for averment (ii) of CO-3.

CO-6 Sri K.S.N. Raju, A.E., RWS: one charge was framed against him:

"Recorded the following items of works in the M book without executing in the field".

- i) consolidation to d/s side bund portion with flat or iron rammers" without actually executing in the field due to which an excess amount of Rs.10,29,195/- was paid to the Contractor causing loss to Govt., exchequer.
- ii) EW Quantity for Formation of SS tank bund considering linear measurements only without considering levels due to which an excess amount of Rs.15,79,829/- was paid to the contractor.
- iii) Construction of clear water sump at Head works without executing pipelines and valves etc; as per agreement conditions causing an excess payment of Rs.1,82,504/-.

Basing on the analysis made for averments (i) & (ii) of CO-2, the SE and for the CO-4, the EE and basing on the analysis made with regard to all the three charges of the CO-5 the Dy EE, Sri R. Prasada Rao, RWS & S, the single charge with 3 averments framed against Sri KSN Raju the CO-6, is not sustainable.

Findings:

In view of the above mentioned discussion and oral and written evidence adduced before this forum, it is held that charges I, II and III are not proved but charge IV proved against CO-1; charges are not proved against CO-2; charge not proved against CO-3; charge not proved against CO-4; charges not proved against CO- stand charge not prove against CO-6.

Dr. PREM CHAND,
Inquiring Authority.

Dr. N. BHARATH GUPTA,
Engineer-in-Chief,
RWS & S Department,
Vijayawada.